VFH EDUCATION AGENTS POLICY AND PROCEDURE

SRTO Ref: Standard 4 and 5

General

Imperial has formulated its policy on VET FEE-HELP education agents in accordance with the SRTOs requirements. This provision strengthens the ability of Imperial to regulate the activities of the education agents and also ensures that Imperial only engages ethical education agents.

Relevant Legislations

- Standard 4 and 5 of SRTOs

Definitions

Eligible Student: refers to a student who is entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A of the Higher Education Support Act 2003.

Prospective Student: refers to an applicant for a VET Course of Study who would be entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A of the Higher Education Support Act 2003.

Course(s) a course for which an Eligible Student or Prospective Student may access VET FEE-HELP assistance to pay for all or part of their Tuition Fees.

VET Unit of Competence: a published unit of study that a student may undertake to complete a VET Course of Study.

Agent: any person who acts for financial gain or other benefit on behalf of The Imperial College of Australia to:

- market or promote the College’s Courses
- recruit persons to apply to enrol in the College’s Courses
- provide information and/or advice on the College’s Courses
- provide information and/or advice on the VET FEE-HELP Scheme on behalf of the College
- accept an application to enrol from, or enrol, any person on the College’s behalf
- refer a person to the College for the purposes of enrolling in a Course of or VET Unit/s of Competence; or
- provide career counselling to a person on the College’s behalf.

In this policy, unless the contrary intention appears:

- Headings are for ease of reference only and do not affect the meaning of this agreement;
• The singular includes the plural and vice versa and words importing a gender include other genders;
• Other grammatical forms of defined words or expressions have corresponding meanings;
• Money is in Australian dollars unless otherwise stated and a reference to 'A$', 'AUD', '$A%', 'dollar' or '$' is a reference to Australian currency; and

Agent Appointment
Imperial appoints the agent after thorough investigation. The appointment of agent is done through written agreement containing full information to comply with the SRTOs.

Agents Main Responsibilities
The Imperial College of Australia is responsible for all conduct or acts undertaken by an Agent that it engages under a written agreement.

The College will enter into a written agreement with each of its agents that specifies the responsibilities and requirements the agent must meet and comply with in carrying out activities for, or on behalf of, the College including, but not limited to, requiring that the agent:
• acts in a manner that is consistent with the College’s obligations under the Act, the VET Guidelines and other applicable legislation, and that the agent gives an undertaking to that effect
• does not sub-contract to any person the agent’s role as set out in the written agreement
• identifies himself or herself as an agent to each and every person the agent approaches on behalf of the College
• provides to each and every person approached, on behalf of the College, the name of the VET Provider that the prospective student’s name would be referred to; the course to which the referral relates; and disclosure that the agent will receive a fee or commission if the person were to enrol with the College
• provides full, accurate and up-to-date information about VET FEE-HELP.

The agreement will also outline the processes that the College will use for monitoring the activities of the agent; termination conditions; and remuneration and/or fees to be paid to the agent by the College.

The College will maintain a record of all agreements with its agents for a minimum of 5 years.

The College will publish in a readily accessible location on its website a list of all agents with which it has, or has had, a written agreement, including periods of currency of the written agreement with the agent.

The College will retain all documentation required by paragraph 4.6 of the VET Guidelines including full details of the names, contact details and arrangements in place with its agents and will make these records available to the Minister in the time, form and manner as directed by the Minister.

Detailed Obligations
• The agent must provide a current copy of the following documents from the Imperial website to prospective students prior to enrolment:
- VFH Information Booklets
- VFH Student Handbook
- Any other document deemed mandatory by the College

- Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer/student agreement documents
- Provide any offer documents (Letter of offer) received from the College to the prospective student within 24 hours of receiving these documents
- Provide the College with market intelligence about the recruitment of prospective students in the Territory; and
- Only undertake promotional and marketing activities involving Imperial that have been approved by Imperial.
- Imperial will review all marketing initiatives, provide current and accurate pre-enrolment information, and ensure that all information provided to a learner meets the requirements specified in Clauses 4.1, 5.1, 5.2, 5.3, and 5.4 of the SRTOS.
- Cooperate with the VET Regulator (ASQA)
  - by providing 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 operations of Imperial.
- Act in accordance with Imperial policies and procedures and directions given by Imperial.
- Before prospective students complete an application, the Agent must give them information provided by Imperial about:-
  - Imperial and its facilities, equipment and learning resources;
  - The courses, including course content and duration, qualifications offered, modes of study and assessment;
  - The minimum level of English language ability and educational qualifications required for acceptance into the course;
  - Pre Enrolment Interviews and Reviews
  - The course fees and refund policy; and
- The Agent must also participate in an annual review meeting in which discussion of their business plan will take place which includes provisions on how they wish to carry out the operations of marketing activities for The College which will be conducted by the CEO or delegate. The agent must actively participate in the monitoring of its operations by Imperia and ASQA (if required).
- The agent understands The College’s policy of monitoring agents’ activity and assists them in providing the same.
- The Agent must not:-
  - Engage in any dishonest practices;
  - Give a prospective student inaccurate information about:
    - The Course Fee payable to The College; or
• His or her acceptance into a Course;
  o Receive or bank the Course Fee payable to The College by a prospective student or deduct any amount from the Course Fee payable by the prospective student;
  o Engage in false or misleading advertising or recruitment practices;
  o Make any false or misleading comparisons with any other education provider or their courses or make any inaccurate claims regarding any association between The College and other education providers;
  o Undertake any advertising or promotional activity about the Courses or The College without the prior written consent of The College.
  o Commit The College to accept any prospective student into a Course;
  o Use any registered or unregistered Mark without the prior written consent of The College.
  o Actively recruit, or attempt to recruit, Prospective Students that the Representative knows to have engaged the services of another official representative of The College or
  o 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 College application form.
  o Unless The College otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement.

• The Agent must terminate any agreement with an employee 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 provider.

Procedures
The Imperial College of Australia will market its VET Courses in an ethical manner and in compliance with the VET Guidelines.

The College or its agents will not at any time from the point of initial contact with a prospective student:
  • market a VET Course or VET Unit/s of Study as free, or without obligation to repay, or in any other way which would mislead a person into believing that VET FEE-HELP assistance is not a loan to be repaid by the person to the Commonwealth; and
  • market the availability of a VET FEE-HELP loan for a VET Course of Study or VET Unit/s of Study, the VET FEE-HELP scheme, or VET FEE-HELP as “government funded”.

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The College or its agents will not advise a person about the likelihood of their future repayments of VET FEE-HELP loans including any inference that the person will never reach the salary threshold to pay back the loan to the Commonwealth.

The College or its agents will ensure that any information provided about VET FEE-HELP to a prospective student is accurate and up-to-date.

**Pre-enrolment information**

Prior to enrolment, the College will ensure that a prospective student has received the following information:

- all information required to be provided under Standard 5 of the Standards for Registered Training Organisations (RTOs) 2015;
- the person’s options for paying their Tuition Fees including up-front payment; or a Government loan through the VET FEE-HELP scheme (including eligibility criteria); or a combination of the first two options;
- the Tuition Fees that are covered by a VET FEE-HELP loan, including whether a loan fee will apply and if so the amount, and any other fees that may be incurred that will not be covered by a VET FEE-HELP loan;
- the location of the published Tuition Fees, published Census Dates, and published withdrawal policy and procedures;
- information on the VET-FEE HELP scheme including that:
  - VET FEE-HELP assistance is a loan from the Commonwealth;
  - a VET FEE-HELP loan will remain as a personal debt obligation until it is repaid to the Commonwealth;
  - a VET FEE-HELP loan may reduce the person’s take-home (after-tax) wage or salary until the debt is repaid and may affect the borrowing capacity of the person until the debt is repaid to the Commonwealth;
- a Request for Commonwealth Assistance form signed by the student applies to a loan for the entire VET Course of Study, charged on a unit by unit basis, unless the student pays some of the Tuition Fees up-front;
- Census Date(s) will apply to each of the VET Units of Study in which the person enrolls, with the student taking out a loan for any Tuition Fees that remain unpaid at the end of each Census Date;
- a student may cancel their enrolment by withdrawing from each VET Unit of Study on or before the Census Date in accordance with the College’s Withdrawal and Refund Policy;
- withdrawal will result in the student not incurring a VET FEE-HELP debt; and/or receiving a refund for any up-front Tuition Fee payments made on or before the Census Date;
- a student may wish to seek independent financial advice prior to applying for a VET FEE-HELP loan.

The College will document, maintain and retain accurate records of enrolments and applications for VET Courses of Study for at least 5 years including:
• a record of all information provided to the person seeking to enrol and access a VET
  FEE-HELP loan (including the information referred to above);
• the date and time the person enrolled in the VET course of study; and
  the date and time any completed and signed Request for Commonwealth Assistance
  form was accepted by the College.

Monitoring and Reviewing Performance

Imperial monitors and reviews the performance of its approved agents annually at the expiry of
agent agreement or earlier if required through a number of methods:

• Student Feedback
• After receiving Information from ASQA or Department of Education and Training
• In-house analysis of agent performance

Student Feedback

Within one month of commencement of course at the Imperial, new students who have come
through an Imperial approved agent are asked to complete the VFH Agent Feedback form. This
form provides direct feedback concerning students’ opinions and experiences with their agents.

• From this feedback Imperial is able to collate and analyse areas where agents could improve
  and also provides an assessment of their services and performance on a routine basis.

Reviewing & Renewing Agent Agreements Annually

• The Marketing Manager will review agents whose agency agreement is due to expire.
• The Marketing Manager will commence this process 1 month prior to Agent Agreement
  expiry date.

Agents will be divided into 2 groups:
1. No Registrations; and
2. Registrations

Agents with no registrations will automatically become inactive on management system and
the agent agreement will not be renewed.

Agents with registrations will be renewed based on:
• Number of student enquiries received from the specific agent;
• Number of students enrolling from the specific agent;
• Number of students dissatisfied with the specific agents services; and
• Good performance throughout the year, proven ability to abide by all regulatory requirements.

• Renewal of agreement takes the above factors into consideration, agents who fail to meet standard requirements from the region will become Inactive.

Refer to:
VFH Agent Monitoring and Review form
VFH Education Consent form
VET FEE-HELP Agent Feedback form

Corrective and Preventative Actions
Corrective and preventative actions must be appropriate to the breach of requirements by the Agent.

Corrective and preventative actions could include:

- Cancelling the agent agreement,
- Correcting incorrect information provided to students,
- Providing students with a full refund of the agent fees in the event that students have been mislead by the actions of the Agent.
- Requiring the Agent to undertake counselling by the Provider about the Agent’s responsibilities under this agreement, code of conduct under this agreement and requirements under the SRTOs.

Agent’s refusing to undertake the required corrective and preventative action will have their agreement cancelled

Right to Appeal
Imperial supports an agent’s right to appeal for non renewal of agent agreements. Agents must address their appeal in writing with any supporting documentation. The Marketing Manager will review the appeal and conclude if the agent is eligible for probationary extension of agency agreement valid for 3 to 6 months.

Renewal of Agreement
Agents who satisfy standard requirements will be issued a new agent agreement.

Cost of Advertisement and Promotional Activities
The agent agreement will clearly states the responsibility of bearing the cost of advertisement and promotional activities.
Conduct of Agent's Employee

The Agent must terminate any agreement with an employee 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 provider.

Imperial's Responsibilities

- Give the Agent sufficient information to enable the agent to undertake the services; and
- Assess completed applications from prospective students within a reasonable time of receipt.
- Imperial is not obliged to accept prospective student referred by the Agent.
- Imperial 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.
- Imperial 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 provider.
- Imperial will monitor the performance of education agents through the following means:
  - Education Agent Feedback Form completed by the students;
  - Ongoing and consistent contact with agents via telephone and email;
  - Knowledge of agent of regulatory requirements including Imperial marketing material;
  - Scrutiny of agent websites for accuracy and currency of information relating to Imperial; and regular provision and re-stocking of Imperial promotional material is conducted.

Confidentiality

The Agent must maintain confidentiality:

- Of all information provided by Imperial, other than to the extent disclosure is required to perform the services in accordance with the agreement; and
- Of the terms of the agreement.

Agent’s Commission

- Agent commission will be clearly mentioned in the contract and paid accordingly. Agents commission will be fixed in $A % (including GST). It will be payable for each student recruited and enrolled into any of the course provided by Imperial in any given semester. Imperial will pay the agent’s commission for each student who:
  - Is recruited by the Agent;
  - Is enrolled in a course;
  - Has commenced the course; and
• Who has not, subsequent to commencing the course, been fully refunded the fees.

• An Agent will be regarded as having recruited a student under this policy if the agent submits the student's application for enrolment, that application also bears the agent's name.

• An Agent’s Fee is not paid where the student applies to enrol directly to Imperial or subsequent to the admission; agent was in breach of this agreement or engaged in the activities which are detrimental to Imperial.

• No Agent’s commission will be payable unless the agent has submitted an invoice in a form approved by Imperial.

Terminating the Agreement

• Either party may terminate the Agreement at any time by giving the other party 30 days prior written notice.

• If the Agent breaches any provision of the Agreement, Imperial may terminate the Agreement at any time and with immediate effect by giving written notice to the Agent;

• 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 Imperial and return all material to Imperial by registered mail or a reputable international courier; and

• The termination of the Agreement by either party will not affect any accrued rights or remedies of either party.

Assignment and Subcontracting

The agent must:

• Not assign the agreement or any right under the agreement without the prior written consent of Imperial (which may be withheld at its discretion).

• Not subcontract to any person the performance of any of its obligations under the agreement without the prior written consent of Imperial (which may be withheld at its discretion).

• Despite any subcontract, the agent remains liable for performing its obligations under the agreement.

• 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.

Notices

Issuing of notices:

• A notice under the agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address given in the agreement.

• A party changing its address, facsimile number or electronic mail address must give notice of that change to the other party.
**Governing Law**

The agreement with the agent will:

- Be governed by and construed in accordance with the law in force in the Victoria, Australia; and
- The parties submit to the non-exclusive jurisdiction of the courts of the Victoria, Australia and the Federal Court of Australia.

**Term of Agreement**

Normally one year from date of agreement or as agreed.

**Record Keeping**

The records will be maintained until the agent is active.