

AGENT'S TERMS AND CONDITIONS

1. ABOUT SYDNEY MET AGENTS

- 1.1 Under the Education Services for Overseas Students Act 2000 (the ESOS Act), Sydney Met as a higher education provider to overseas students is required to meet certain standards as are any education agents ("Agent" or "Agents") with whom the provider has entered into an Agency Agreement. These Terms are intended to outline the terms and conditions for becoming an Agent of Sydney Met, ensuring that any Agent is aware of these requirements and complies with them and with the College's reasonable instructions pertaining to them.
- 1.2 The agreement with Sydney Met as an Agent facilitates easier sharing of information, streamlined submission of student applications and Terms, and payment of commission.
- 1.3 Sydney Met Agent is subject to these Terms and Conditions, and any other relevant policy and procedures.

2. PURPOSE

The purpose of this document is to state the Terms and Conditions of the Agent (including sub-contractors) of Sydney Met and the agents marketing the College's courses. The address of the college is 432 – 434 Kent St Sydney NSW 2000 Australia; telephone +61 1300 186 729; email – marketing@sydney.edu.au, ABN 60 607 943 500.

3. SCOPE & ELIGIBILITY REQUIREMENTS

- 3.1 These Terms shall apply to all Agents representing the College, and upon signing, both the College and the Agents shall become parties.
- 3.2 A Sydney Met Agent may be:
- A registered Australian company, or a registered company overseas; or
 - An entity that has a registered name in Australia or overseas, or
 - An individual that carries on business under the individual's name. The individual must be over 18 years of age and may reside in Australia or overseas.

- At all times, Sydney Met Agent must have an Australian Business Number if residing in Australia, or equivalent Terms overseas.
- Sydney Met Agent that is a company or an entity that has a business name must have an individual to act as a responsible person who is accountable for the performance of your obligations under these Terms.
- The responsible person must:
 - be over 18 years of age.
 - if a company or business – be currently registered with ASIC if in Australia, or equivalent if overseas.
 - not be disqualified for managing business.
 - Sydney Met may conduct requests further you and your company
- An Agent must cancel as a Sydney Met Agent if at any time, you cease to meet these eligibility requirements and other relevant requirements as per Sydney Met policy and procedures.

4. AGENT ENGAGEMENT

- 4.1 The College engages the Agent to recruit suitable prospective students in the countries specified as the territory for the term of the Terms (the “Services”).
- 4.2 The College may appoint other agents in the territory or outside of the territory without notifying the Agent.
- 4.3 If the Agent wishes to expand its representation of this College to other countries, it must obtain the written Terms to do so.
- 4.4 The College enters into an Agreement with the agent. The term of the Agreement is two (2) years from the date of the Terms unless terminated sooner. These Terms may be renewed subject to satisfactory performance review. Terms and Conditions of the Agreement are outlined in the agreement Terms.
- 4.5 To enter into the Agent Agreement, the Agent must complete an Agent Application Form together with the signed Conflict of Interest Declaration and associated Terms.
- 4.6 The Agent’s Agreement may be renewed at the end of the 2 years, at the sole discretion of the College, subject to a satisfactory performance review at that time.

5. AGENT’S RESPONSIBILITIES

The Agent must:

- 5.1 have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics, the ESOS Act, and the National Code of Practice 2018.
- 5.2 use integrity, ethics and accuracy in the dissemination of information regarding the College, its courses and the costs, limitations, requirements and conditions of study, and accurately promote the courses offered by the College as specified in the appendix at the end of these Terms or as advised to the Agent in writing if the course offerings change.

- 5.3 not misrepresent the College, its courses, offering or any of its details at any time and in any fashion, directly or indirectly.
- 5.4 work with the College to ensure that prospective students are fully aware of their obligations, the details of the course they wish to apply for, and the study commitments expected of them.
- 5.5 not make any promises or representations regarding work, migration, career or other potential outcomes whether directly or indirectly, to prospective students or students and ensure that communications make it clear that the purpose of applying to the College is to study.
- 5.6 not encourage or propose directly or indirectly that a student studying at another College transfer to this College.
- 5.7 provide prospective students with any necessary information required under the ESOS Act including information about the courses, facilities and services of the College and/or its partners as shown in the College handbook and prospectus.
- 5.8 highlights the roles, duties, responsibilities and rights of the student and the College.
- 5.9 ensure, to the extent reasonably possible, that prospective students are genuine and wish to apply to the College for the sole purpose of studying its courses.
- 5.10 acknowledge that the Agent remains liable for the implementation of these Terms and that its outsourcing is not permitted.
- 5.11 use only materials provided by the College or approved by the College in writing.
- 5.12 submit correct, accurate documentation to the College pertaining to the student and their application.
- 5.13 ensure that College fees and charges pertaining to the application, where applicable, accompany the student's application.
- 5.14 provide the student with college-issued documents within forty-eight (48) hours of receiving these documents from the College.
- 5.15 not market or promote the College or its courses in any way that contravenes these Terms or constitutes inaccurate or misleading marketing.
- 5.17 observe appropriate levels of confidentiality in their dealings with overseas students or intending overseas students.
- 5.18 keep all information provided by Sydney Metropolitan Institute of Technology confidential other than that which is needed to perform the Services following these Terms.
- 5.19 keep the terms of these Terms confidential.
- 5.20 not engage in dishonest or unethical conduct, according to the ESOS Act, 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 a Confirmation of Enrollment for other than bona fide students, where applicable, or
 - Provide prospective students with immigration advice unless the agent is a separately registered migration agent (Migration Act 1958).
- 5.20 abide by the College policies and procedures and the College's reasonable directions.
- 5.21 not undertake any of the following:
- Engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education provider or their courses or inaccurate claims regarding any association between the College and any other education provider unless provided in writing by the College.
 - Assign part or all these Terms to another party, outsource portions of or all of the Agent's duties under these Terms or otherwise allow a third party to become involved in the implementation of these Terms, unless agreed to, in writing, by the College.
 - Use or access PRISMS or any other IT system or College system without the prior written consent of the College.
 - Attempt to recruit a prospective student who has already been contacted, for purposes of marketing the College courses, by another agent of the College.
 - Attempt to convince a prospective student who has applied to another College to enrol with this College, whether the attempt is direct or implied.
 - Encourage a prospective student (who the agent knows has been refused admission by another College due to the low educational capacity of the student or a potential inability to comply with visa conditions) to join this College, whether through direct or implied means.
 - Encourage or allow any person other than the student to complete or sign the Terms on behalf of the student.
 - Facilitate applications by 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.
 - Give false or misleading information relating to the admission criteria or ongoing study requirements of a course.
 - Receive fees that are due to the College.
 - Deduct fees or commissions from fees due to the College.
 - Provide a guarantee (direct or implied) to a student that they will be accepted into a course, or a Unit offered by the College.
 - Assume that the College will be bound to accept a student. The College reserves the right to not accept any application according to its internal policies and procedures and within the legal framework.
- 5.22 Agents must keep their details up to date. Any details that are changed must be notified to Sydney Met within 14 business days.
- 5.23 The agent must disclose all service fees to prospective students before handling their application and must clearly distinguish the Agent's service fees

from Sydney Met's course and other fees.

6 SYDNEY MET TO MONITOR AGENTS

- 6.1 The College will regularly monitor the agent's compliance with the ESOS Act and the National Code of Practice 2018.
- 6.2 The College will monitor the conduct of its agents and, where an agent has not complied with their responsibilities under these Terms, take immediate corrective action. These activities may include but are not limited to:
- Requiring the agent to undertake training or development activities organised by the College, at the Agent's expense.
 - Requiring the agent to take an exam or test conducted by the College or a nominated training provider, either online or otherwise.
 - Any other actions that are deemed suitable by the College management to enforce compliance with the ESOS Act 2020 and the National Code of Practice 2018.
- 6.3 If an agent engages in false or misleading recruitment practices, the College will terminate its relationship with the agent immediately.

7 AGENT AND SUB-CONTRACTORS

The Agent must ensure that all staff of the Agent and any sub-contractors of the Agent are aware of the requirements of the ESOS Act.

8 MARKETING COSTS BORNE BY THE AGENT

The Agent marketing costs are borne by the Agent directly and the College shall not compensate the agent for any such costs unless this has been provided in writing by the College. The College will:

- 8.1 Provide the Agent with relevant materials to allow them to market and promote the College's courses.
- 8.2 Respond to Agent queries within seventy-two (72) hours of receiving those queries except in the case of weekends or public holidays (the 72 hours is during a working week).
- 8.3 Pay the Agent any fees they are owed pursuant to this Terms within thirty (30) days of the Agent's correct invoice being issued by the College as long as:
- The student for which the commission is paid was recruited by the Agent
 - The student has been admitted into the College course
 - The student has commenced the course
 - The student has paid their fees in full
 - The student has made satisfactory progress in the course for a period of three (3) weeks prior to the Agent's invoice being raised
 - The student is genuine (bona fide)
- 8.4 The College has the right to conduct:
- A regular review of the Agent's performance, to be undertaken at least every

six (6) months at the discretion of the College including a record of inquiries and outcomes. The Annual Agent Performance Development Review (AAPDR) is also a requirement of these Terms.

- Spot checks to be undertaken by the College
- An annual survey of students pertaining to the services of the Agent

9 FALSE OR MISLEADING INFORMATION BY THE AGENT

If at any point, the College believes or reasonably suspects that the Agent is engaged in false or misleading or unethical conduct or advertising or recruitment practices, the College will terminate its Agreement with the Agent immediately.

10 TERMINATION OF AGENT AGREEMENT

10.1 The agent's contract can be terminated at any time by giving the agent thirty (30) days' written notice.

10.2 The College may terminate the agreement with the Agent at any time if it suspects the Agent is not performing to the spirit of this Terms by way of omission or conduct.

10.3 On termination of this Terms, 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 provided by the College, including any digital marketing, within thirty (30) days of the termination letter being provided to the Agent by the College.

10.4 The termination of these Terms by either party does not affect any accrued rights or remedies of either party.

11 DISPUTE RESOLUTION

In the event of any grievance or disputed decision, the Agent is able to access the College Grievances and Complaints Policy and Procedure. In all cases, the Agent shall be afforded natural justice. In the event that the Agent is dissatisfied with the outcome of the College Grievances and Complaints Policy and Procedure, the Agent may request the matter to be referred to mediation. The College and the Agent shall agree, within sixty (60) days of the agent's request, to appoint a mediator, mutually agreed by the parties, at a cost borne equally by each party. In the event that the mediator is unable to resolve the dispute, the matter shall be referred to an arbitrator at the equal cost of the parties. The arbitrator's decision is deemed as the final decision that both parties must abide by.

12 DISCLOSURE OF AGENT INFORMATION

Sydney Metropolitan Institute of Technology Pty Ltd may disclose information about the education Agent to Commonwealth or state or territory agencies as required in accordance with the National Code of Practice 2018 and other relevant legislation.

13 CONFLICTS OF INTEREST

Agents must declare actual or potential conflicts of interest and take reasonable steps to resolve or avoid them, both now and during the whole term of the Terms.

14 CANCELLATION OF YOUR AGREEMENT AS A SYDNEY MET AGENT

- 14.1 Agent must notify Sydney Met immediately if the Agent becomes aware of any breach or possible breach of these Terms, and
- 14.2 Agent must advise Sydney Met of all actions taken to remedy the breach, and
- 14.3 Agent must advise Sydney Met of any actions undertaken to avoid a reoccurrence.
- 14.4 Sydney Met may cancel the Agency Agreement at any time if we know or reasonably believe that the Agent has breached any of these Terms, or the Agent has provided Sydney Met with inaccurate, false, or misleading information, or the Agent has ceased to carry on business, or the Agent has entered into an insolvency event, or the Agent causes significant adverse impacts to Sydney Met systems and processes, or the Agent has failed to observe Sydney Met policies and the relevant Australian government legislation.
- 14.5 Sydney Met may cancel the Agency Agreement at any time without notice if the responsible person is the subject of an unresolved complaint, inquiry, or investigation into the conduct of business activities, or is the subject of any disciplinary action relating to the relevant occupation or profession or is disqualified from running a business.
- 14.6 Sydney Met may exercise our discretion not to cancel the Agency Agreement or reinstate the Agreement.
- 14.7 If Sydney Met cancels the Agency Agreement, the relevant Agent will immediately cease to have any relationship with Sydney Met.

15 USE AND DISCLOSURE OF INFORMATION & CONFIDENTIALITY

- 15.1 Information collected, stored, used and disclosed by Sydney Met may include personal information. Our Privacy Policy describes how we handle personal information, the right to seek access to and correct personal information, and to complain about breaches of privacy.
- 15.2 Agent must comply with the collection, use and management of personal information in accordance with the Australian Privacy Principles under the Privacy Act 1998.
- 15.3 The agent should ensure that clients are notified that their personal information is disclosed in accordance with these Terms.
- 15.4 Agent must not, without Sydney Met's prior written consent, disclose any confidentiality information received by Agent from Sydney Met unless the confidential information is generally available to the public, or any use or disclosure by Agent is required by law.

16 DISCLAIMER, INDEMNITY AND INTELLECTUAL PROPERTY

- 16.1 While Sydney Met endeavors to ensure that the information provided to Agent is accurate and error-free, Agent acknowledges that Sydney Met will not be responsible for any inaccuracy, omission, defect or error in this information. Sydney Met will not be liable for any loss or damage, however arising, which may be caused by the use of this information.

- 16.2 Agent indemnifies Sydney Met from and against any losses or claims arising out

of, or as a consequence of Agent's negligence, wrongful, or unlawful act or omission in relation to Agent Agreement with Sydney Met.

16.3 Agent acknowledges that all materials, documents, or other information including any intellectual Property Rights provided by Sydney Met to Agent are the property of, and will at all times, remain the property of Sydney Met.

16.4 Nothing in these Terms grants the Agent any right to use or display any trademarks registered to Sydney Met or any other Sydney Met logo.

16.5 Agent must not use the word 'Sydney Met' either on its own or in combination with other words and/ or symbols in a domain name, in an email address, in a username in any social media forum, and as the name or description of any of Agent's services or products.

17 GENERAL

17.1 If any term or part of a term of these Terms is held to be invalid or unenforceable, that term may be severed and the remaining terms or parts of the terms of these terms continue in force.

17.2 Waiver of any term or condition of these Terms must be in writing and is effective only to the extent set out in any written waiver.

17.3 The College may revise these Terms and Conditions at any time. It is the responsibility of the Agent to remain up to date about this information.

18 GOVERNING LAW AND JURISDICTION

Agents agree that their Agency Agreement with Sydney Met will be governed by and interpreted in accordance with the policies of Sydney Met and laws in force in the State of NSW and Australia. The Agent agrees to submit to the exclusive jurisdiction of the courts of NSW and the Commonwealth of Australia for all matters to Agency Agreement as a Sydney Met agent.