



CHRISTIAN HERITAGE COLLEGE

POLICY: Education Agents

Policy Group(s)	Group C: Administration – 3. Students (Ref: C3/1214.2; 0118)		
Related Policy:	Marketing to Overseas Students		
Commencement Date:	January 2015	Review Date:	January 2023

POLICY STATEMENT

Intent:

Christian Heritage College (CHC) will take all reasonable measures to ensure that the education agents it engages have appropriate knowledge and understanding of the Australian international education industry. CHC will endeavour to not use education agents who are dishonest or lack integrity. This policy assists CHC in the management of the activities of their education agents and provides guidelines to mitigate the risk of engaging irreparable agents. Prospective students will also benefit from the monitoring of education agents through this policy and from CHC's ability to terminate agreements with education agents who engage in false or misleading recruitment practices.

Scope:

This policy applies to all education agents engaged by CHC and prospective overseas students interested in studying at CHC.

Restrictions: Prospective ASC students and the CCCU

Exclusions: Prospective domestic students

Objectives:

1. To provide CHC with guidelines to ensure that education agents with which it engages have appropriate knowledge and understanding of the Australian international education industry.
2. To avoid enrolling students which education agents do not believe will comply with the conditions of their student visa.
3. To ensure compliance with the *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (the National Code 2018), specifically Standard 4.

Policy Provisions:

1. General

- 1.1. CHC will complete a written agreement with each education agent it formally engages to recruit students on its behalf.
- 1.2. The Education Agent's details must be entered and maintained in PRISMS.
- 1.3. CHC is not required to have a written agreement with education agents who act on behalf of students or parents.
- 1.4. The written agreement will outline:
 - 1.4.1. the responsibilities of CHC, including that CHC is responsible at all times for compliance with the ESOS Act and the National Code 2018

- 1.4.2. CHC's requirements of the agent in representing CHC as outlined in Provision 2.
 - 1.4.3. CHC's processes for monitoring the activity of the education agent in representing CHC, and ensuring the education agent is giving students accurate and up-to-date information on CHC's services.
 - 1.4.4. the corrective action that may be taken by CHC if the education agent does not comply with its obligations under the written agreement including providing for corrective action outlined in Provision 2.6.
 - 1.4.5. CHC's grounds for termination of the written agreement with the education agent, including providing for termination in the circumstances outlined in Provision 4;
 - 1.4.6. the circumstances under which information about the education agent may be disclosed by CHC and the Commonwealth or state or territory agencies.
2. CHC requires its education agents to:
- 2.1.1. declare in writing and take reasonable steps to avoid conflicts of interest with its duties as an education agent of CHC;
 - 2.1.2. observe appropriate levels of confidentiality and transparency in their dealings with overseas students or prospective students
 - 2.1.3. act honestly and in good faith, and in the best interests of the student
 - 2.1.4. have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
- 2.2. CHC will not use education agents it knows to be dishonest or lacking integrity.
 - 2.3. CHC will ensure its education agents have up-to-date and accurate marketing information, and that information is updated as changes occur.
 - 2.4. CCCU and education agents will only provide marketing material which is approved by CHC.
 - 2.5. CHC will monitor the activities of its education agents and take action, including terminating the agreement; when the education agent does not fulfil its responsibilities.
 - 2.6. CHC will take immediate corrective and preventative action upon becoming aware that, or has reason to believe, the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities under Provision 2.
 - 2.7. If CHC becomes aware or has reason to believe, that the education agent or an employee or subcontractor of the education agent is engaging in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training, CHC must immediately terminate its relationship with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices.
 - 2.8. CHC will not accept students from an education agent or sign an agreement with an education agent if it knows or reasonably suspects the education agent to be:
 - 2.8.1. engaged in, or to have previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of CHC under Standard 7 (Overseas student transfers);
 - 2.8.2. facilitating the enrolment of a student who the education agent believes will not comply with the conditions of their student visa;
 - 2.8.3. using Provider Registration and International Student Management System (PRISMS) to create Confirmations of Enrolment for other than a bona fide student; or
 - 2.8.4. providing advice where not authorised under the Migration Act 1958 to do so.

2.9. Where CHC is approached by an agent acting on behalf of an applicant or parent, CHC is not required to enter into an agreement with that agent before accepting the applicant.

3. The Agreement

3.1. The agreement will include:

3.1.1. processes for monitoring the activities of the education agent, including where corrective action may be required; and

3.1.2. termination conditions (as outlined in Section 3.1).

3.2. the monitoring processes CHC will use to evaluate the activities of the education agent, **may** include one or more of the following:

3.2.1. regular face to face meetings with agents onshore or offshore;

3.2.2. telephone/teleconference meetings;

3.2.3. regular reports from agents;

3.2.4. surveys of students recruited by particular agents;

3.2.5. surveys of parents of the students recruited by particular agents;

3.2.6. performance benchmarks included in agreements;

3.2.7. spot checks by CHC, for example, to observe agents at work at education fairs; or

3.2.8. surveys of agents.

4. Termination of an agreement

4.1. CHC will terminate an existing agreement with an education agent if it becomes aware of, or reasonably suspects the engagement by that education agent, or an employee or sub-contractor of that agent, to be of the conduct set out in Provision 2.7

4.2. If the breach of conduct set out in Provision 2.7 is of an individual employee or a sub-contractor of the agent and the agent has terminated the relationship, CHC is free to continue its agreement with the education agent.

5. Council of Christian Colleges and Universities Cooperation Agreement

5.1. CHC will enter into a Cooperation Agreement with CCCU in relation to the Australia Studies Centre (ASC).

5.2. This agreement is for CHC to accept students from affiliate CCCU institutions to CHC for a period of four months (one semester) as part of a study abroad program.

5.3. CCCU will not act on behalf of CHC as an education agent.

5.4. CHC will monitor the activity of CCCU in relation to ASC as part of its commitment to good practice.

Supporting Procedures and Guidelines:

1. Education agents and monitoring agent activity

1.1. In the case of engaging an education agent CHC undertakes to do the following:

1.1.1. CHC will complete an Agent Agreement with any education agents it engages to recruit students on its behalf.

1.1.2. The Vice President – Advancement and Operations will be responsible for engaging education agents and is the signatory authority for the signing of such agreements. CHC recommends that all education agents participate in the ‘Education Agent Training Course’ online at <http://eatc.pieronline.org>.

1.1.3. All current agents will be listed on CHC’s website. (ASC is listed under Centres).

1.1.4. Local agents will be followed up in person every six months.

1.1.5. Off shore agents will be followed up telephonically every six months.

1.1.6. Agents are required to report their activity on behalf of CHC six monthly (in writing) and complete an annual survey.

1.1.7. All grievances about an agent will be followed up as a matter of urgency.

2. In respect of CCCU, CHC has the following quality assurance processes in place.

2.1. Clear termination conditions set out in the CCCU CHC Co-operation Agreement.

2.2. Regular meetings with the ASC Director.

2.3. A documented process to revise all marketing information provided by CCCU about CHC.

2.4. Monitoring the marketing material provided by spot checks of affiliate institutions.

2.5. Regular onshore visits of CCCU and its affiliate institutions (at least every two years) which include how CCCU should represent CHC to its affiliate institutions.

2.6. Surveys of ASC students with regards to their experience both at CHC and the representation of CHC by CCCU.

2.7. Cooperative approach to the implementation of CHC policies and practices by the ASC staff.

POLICY FURTHER INFORMATION

Relevant Commonwealth/ State Legislation	ESOS Act 2000
	ESOS Regulation 2001
	National Code 2007
	Education (Overseas Students) Act 1996
	Education (Overseas Students) Regulation 1998

ACCOUNTABILITIES

Implementation:	Vice President – Advancement and Operations
Compliance:	Director of Quality and Standards
Monitoring and Evaluation:	Director of Quality and Standards
Development/Review:	Director of Quality and Standards
Approval Authority:	CHC CEO
Interpretation and Advice:	Director of Quality and Standards

WHO SHOULD KNOW THIS POLICY?

Academic Administration staff

Education Agents employed by CHC

Overseas Students

EFFECTIVENESS OF THIS POLICY

Performance Indicators:	<ul style="list-style-type: none">• Number of reports from students regarding education agents• The number of incidences which require corrective or preventative action
Other	Nil

Definitions and Acronyms:	CHC	Christian Heritage College
	PRISMS	Provider Registration and International Student Management System
	Formally	Covers situation where the agent promotes CHC courses with the intention of recruiting students for CHC.
	Reasonably Suspects	Means there are grounds for believing that the education agent is involved in activities listed in Section 3.1. Grounds for believing could arise as a result of monitoring activities or reports from a number of students and that number is proportionate to the total number of students recruited from an agent.
	Preventative action	Could include training sessions for agents and ensuring they all have the material they need to represent CHC accurately and professionally.
	Corrective action	May include providing additional information/material or targeted training in, for example, the expectations of CHC. Corrective action may also include termination of the agreement with the education agent.

APPROVAL – section maintained by the Director of Quality and Standards

Reference No.	Approved	Date	Committee/Board	Resolution No. / Minute Ref.
C3/1214.2	Yes	28/04/2015	CHC CEO	NA

REVISION HISTORY – section maintained by the Director of Quality and Standards

Revision Reference No.	Approved/Rescinded	Date	Committee/Board	Resolution No. / Minute Ref.
0118	Yes	01/01/2018	CHC CEO	NA