



AUSTRALASIA LANGUAGE COLLEGE

CRICOS:02966G

This Agreement is between:

Australasia Language College (ABN 49 829 747 737)
located in Sydney, New South Wales, AUSTRALIA (hereinafter referred to as ("ALC"))

And

Trading Name:	
Company Name (Pty Ltd)	
ABN / Company Registration:	
Address:	

DEFINITION OF AGREEMENT

The **College** appoints the **Representative** to: promote the **College** in the Territory as specified in Item 1 of the schedule, offer information on the program available, advertise the **College** and its programs, counsel and assist potential students, inform students of the conditions of enrolment and recruit students on behalf of the **College**.

*This Agreement is Valid until **31 December 2018**.*

1. REPRESENTATIVE'S RESPONSIBILITIES

- 1.1 The **Representative** will promote the **College** to students in an honest manner, and will not deliberately mislead students regarding services, programs, fees and/or facilities provided by the **College**.
- 1.2 The **Representative** will make all enrolments in accordance with the "Conditions of Enrolment". The **College** has the right to refuse any application of enrolment at its discretion.
- 1.3 The **Representative** will ensure that all students are made aware of the "Conditions of Enrolment", including Cancellation and Refund Policies" – in accordance with Statutory requirements under the National Code.
- 1.4 The **Representative** agrees to act honesty and in good faith in all dealings with applicants, students, the **College** and any third parties in carrying out its obligations under this Agreement.

- 1.5 The **Representative** agrees to employ suitably skilled and trained staff to carry out its duties under this Agreement.
- 1.6 The **Representative** agrees to abide by terms and conditions of the "National Code" governing the conduct of recruitment agents during the term of this Agreement. A copy of the "National Code" can be found at <https://www.aei.gov.au>
- 1.7 The **Representative** agrees to abide by all laws in force in the Territory during the term of this Agreement.
- 1.8 The **Representative** ensures that it holds all licenses and authorities required to carry out its obligations under this Agreement in the Territory and that all such licenses and authorities are current and/or valid
- 1.9 The **Representative** agrees to ensure that all information provided to students is current and accurate and agrees to contact the **College** if there is any uncertainty.
- 1.10 The **Representative** ensures that all students read and sign the "Application Form". Where the **Representative** signs (or stamps) on a student's behalf, the **Representative** will take on all responsibility for the Enrolment conditions on behalf of the student.
- 1.11 The **Representative** ensures that all students read and sign the "Student Course Acceptance Agreement". The **College** will not confirm any enrolment without this verification.
- 1.12 The **Representative** agrees to assist staff from the **College**:
 - a. With marketing and other tasks within reason, when marketing and other staff visit the Territory.
 - b. By providing all information in the **Representative's** knowledge and possession, and to the best of its capability, on potential or existing competitors and changes in market trends that may affect the **College** in any way.

2. COLLEGE'S RESPONSIBILITIES

- 2.1 The **College** will provide promotional materials to the **Representative** as listed in Item 2 of the Schedule as well as any other agreed marketing material.
- 2.2 The **College** will pay the **Representative** a commission on the tuition fees paid for all students successfully recruited and referred through them to the **College**. Commission will be paid per course as stated in Item 3 of the Schedule.

Global Education Ministry Incorporated T/A Australasia Language College

Sydney Campus: Level 14, 233 Castlereagh Street, Sydney, NSW 2000 | Sydney Campus: Level 5, 307 Pitt Street, Sydney, NSW 2000
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2.3 The **College** will be responsible for the well-being of the students while they are on campus, ensuring that they are treated to a high level of academic education.

3. REPRESENTATIVE LIMITATIONS

3.1 The **Representative** will not promote or advertise programs to students, other than those agreed to by the **College** and as listed in Item 3 of the Schedule.

3.2 The **Representative** will not promote or advertise fees to students other than those provided and agreed to by the **College**.

3.3 The **Representative** acknowledges:

3.3.1 That it may not make any offers of admission without the written approval of the **College**

3.3.2 That it has no authority to bind the **College** in contract or otherwise at law

3.4 The **Representative** will not deliberately mislead or misguide students on conditions governing the changing or transferring of courses or on the requirements by the student with regards to satisfying the Student Visa conditions and course attendance and completion requirements.

3.5 Promotion and/or additional expenses incurred by the **Representative** in representing the **College** cannot be claimed unless prior written approval has been provided by the **College**.

3.6 The **Representative** must have written approval from the **College** prior to the use of the **College's** name, and/or logo in any materials or activities. This includes but is not limited to websites and promotional materials.

3.7 The **Representative** must seek and receive written approval from the **College** prior to using any promotional materials that have been created by the **Representative** to promote the **College**.

4. PAYMENT OF COMMISSION AND PAYMENTS UNDER TUITION PROTECTION SERVICE (TPS)

4.1 Commission will be paid on the tuition component of fees only and will be paid within 14 days of the student's course commencement date. An invoice (Tax invoice if within Australia) will be required from the **Representative** to claim outstanding commission.

4.2 Commission will only be paid to the **Representative** named in this Agreement and not to any third parties.

4.3 The **Representative** may choose to deduct their calculated commission (and GST if applicable) from the student's gross tuition fees and remit to the **College** the net tuition fees along with any related fees paid by the student. An invoice must accompany the payment. Payments can be made to the **College** bank account or sent to the **College** as instructed in Item 4 of the Schedule.

4.4 The **Representative** must forward tuition and related fees to the **College** prior to the student commencing their course. For all enrolments into individual courses with total study durations of 24 weeks or less, the **Representative** must remit full payment of fees as specified on the Student Tax Invoice.

4.5 For all enrolments into individual courses with total study durations of 25 weeks or more, refer to the payment due dates (all fees must be paid by the date specified)

4.6 Under the Tuition Protection Service (TPS) if a student has multiple courses (packaged courses), they would each be considered as separate courses (for courses with study durations of 24 weeks or less). Payments due dates for study periods (in individual courses) of 25 weeks or more are aligned to student study periods.

4.7 Where the **College** receives an enrolment for the same student from more than one **Representative**, the **College** will be bound to accept the first enrolment received, unless provided with a legitimate signed letter from the student detailing the reason for the change.

4.8 No commission is payable by the **College**, if an invoice is submitted 3 months after a student commences his/her course.

5. PAYMENT OF REFUNDS

5.1 Where a student cancels their course after enrolment, the student, the **Representative** and the **College** are bound by the "Conditions of Enrolment". If a refund is due, the **College** will refund any fees in accordance with the **College's** "Conditions of Enrolment".

5.2 Refunds will be paid to the **Representative** within 14 days of authorisation.

6. TERMINATION

6.1 If either the **College** or the **Representative** has breached any of the terms and conditions of this agreement, including but not limited to the "Conditions of Enrolment" and the "National Code", then either the **College** or the **Representative** has the right to terminate the agreement immediately. Such notice of termination will be provided in writing.



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6.2 In the event of any termination, the **Representative** will cease performing its duties under this Agreement immediately and return all materials provided by the **College** to the **College** including but not limited to marketing and promotional material, trademarks and logos and any intellectual property. The **Representative** will pay all moneys due to the **College** owed prior to the termination.

6.3 In the event of any termination, the **College** will pay all commission and moneys due to the **Representative** owed prior to the termination. In the event of a breach by the **Representative**, the **College** reserves the right to withhold such and other payments of any commission or moneys due to the **Representative** until after such breach has been rectified and to cover any liabilities, losses, expenses, damages and costs incurred by the **College**.

6.4 The **College** or the **Representative** may at their discretion terminate the agreement giving 10 business days notice. Such notice of termination will be provided in writing.

7. INTELLECTUAL PROPERTY

The **Representative** acknowledges that other than rights granted to the **Representative** in this Agreement on the use of its intellectual property, this Agreement does not grant the **Representative** any intellectual property rights to materials provided by the **College** or any materials created by the **Representative** under the terms of this Agreement; the **Representative** agrees to assign intellectual property rights to the **College** to materials created by the **Representative** under its obligations in this Agreement.

8. CONFIDENTIAL INFORMATION

The **Representative** agrees to protect any confidential information of the **College** and not to disclose such information to a third party without the prior written consent of the **College** and not to improperly or illegally acquire or misuse the confidential information of a third party.

9. INDEMNITY

The **Representative** indemnifies the **College** against all liabilities, losses, expenses, damages and costs suffered or incurred by the **College**, arising out of but not limited to:

9.1 Any breach of this Agreement by the **Representative**

9.2 Any unlawful act or omission by the **Representative**

9.3 Any negligent, misleading, false or deceptive conduct of the **Representative**

10. CORRESPONDENCE AND NOTICES

All communication by either party are to be provided in writing and addressed to the person it is intended to address and sent either by post, fax or electronic mail:

10.1 All correspondence by post is deemed to have been sent and received by the third business day if sent to an Australian address and by the tenth business day if sent to an overseas address

10.2 All correspondence sent by fax on a business day is deemed to have been sent and received on that business day when a correct and complete transaction report has been received

10.3 All correspondence sent via electronic email on a business day is deemed to have been sent and received on that business day unless the sender receives a transmission report within 24 hours to advise that the transmission was unsuccessful

10.4 Any correspondence sent via fax or electronic email on a day other than a business day is deemed to have been received on the first business day from the day it was sent.

10.5 All correspondence should be addressed to the parties as set out below unless directed otherwise:

THE COLLEGE

Address

Australasia Language College
Sydney Campus 1. Level14, 233 Castlereagh Street,
Sydney NSW 2000, Australia
Sydney Campus 2. Level 5, 307 Pitt Street,
Sydney NSW 2000, Australia

Email

info@alcollege.edu.au

THE REPRESENTATIVE

Address

Phone

Email

Global Education Ministry Incorporated T/A Australasia Language College

Sydney Campus: Level 14, 233 Castlereagh Street, Sydney, NSW 2000 | Sydney Campus: Level 5, 307 Pitt Street, Sydney, NSW 2000
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11. GENERAL

11.1 The **Representative** acknowledges and agrees that the **College** may request to audit the **Representatives** operations from time to time to ensure compliance with this Agreement and such requests will not be unreasonably denied

11.2 The **Representative** agrees that he/she has read the terms and requirements of the "National Code" and the "Conditions of Enrolment" and understands and agrees to abide by them when acting as a **Representative** of the **College**.

11.3 The **Representative** understands and agrees that this Agreement does not authorise the **Representative** to represent the **College** in any way other than described by the terms of this Agreement.

11.4 The **Representative** agrees not to assign, subcontract or otherwise transfer any right or obligations arising out of this Agreement without the written consent of the **College**.

11.5 The **Representative** is responsible at all times for all actions of its staff, sub-agents and any third parties engaged by the **Representative** in the course of fulfilling its duties under this Agreement.

11.6 This Agreement, including its schedules and attachments constitutes the entire Agreement between the **College** and the **Representative** and may only be amended in writing after agreement by both parties. However subject to changes in legislation and/or operating procedures during the validity of the agreement, the **College** at its discretion may issue an Addendum which will then form part of this agreement.

11.7 This Agreement is governed by the laws applicable in the State of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that state.

11.8 This Agreement may be renewed at the discretion of the **College** and based on the **Representative's** performance.

If you agree with the terms of this Agreement, sign the Representative Agreement including Schedule A, and return a signed copy of the full agreement to Australasia Language College.

I declare that I (Agent's name)

_____ of
(Agency's name, PRINT clearly)

_____ *will avoid conflict of interest, provide confidentiality and transparency, and act in good faith with the best interest of the students and appropriate knowledge of the education system in Australia.*

Signed on behalf of the College

Date

Name:

Title:

Signed on behalf of the Representative

Date

Name:

Title:



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REPRESENTATIVE AGREEMENT 2019

SCHEDULE A

REPRESENTATIVE

VALID UNTIL

TERRITORY

PROMOTIONAL AND OTHER MATERIALS

College brochure, Program flyers; Enrolment forms; Regional price lists

PROGRAMS AND COMMISSION

Programs	Commission Rate	Special Conditions
General English		
English for Academic Purpose (EAP)		
IELTS Preparation		

COLLEGE ADDRESS AND ACCOUNT DETAILS

Payment must be made in Australian dollars and can be made by direct deposit or telegraphically transferred.

The College's bank details are –

Account Name: Australia Onsung International College
Bank: Commonwealth bank
Branch Number (BSB): 062 000
Account Number: 1613 6275
SWIFT code: CTBAAU2S

REPRESENTATIVE AGREEMENT 2019

ADDENDUM A

REPRESENTATIVE

VALID UNTIL