



Macquarie Grammar School  
225 Clarence Street Sydney NSW 2000 Australia  
PO Box Q1259 Queen Victoria Building NSW 1230  
Tel: +61 2 82283022

## 314-FM-MGS AGENT AGREEMENT

### AGENT AGREEMENT

---

### FOR THE APPOINTMENT OF REPRESENTATIVES FOR THE RECRUITMENT OF OVERSEAS STUDENTS

---

ABN: 97141160483  
MGS CRICOS Provider No. 03330B



# AGENCY AGREEMENT

**BETWEEN           MACQUARIE GRAMMAR SCHOOL LTD**

of Level 8, 225 Clarence Street, Sydney NSW 2000, Australia(**MGS**)

**AND                   AGENT COMPANY NAME, ABN AND ADDRESS**

**DATED               [Date]**

---

- A. Australian law requires providers of education and training courses to overseas students to be registered and sets out other requirements with which MGS and its Agents have to comply.
- B. These are known as the *Education Services for Overseas Students 2000* ('ESOS Act') requirements and include obligations under the National Code 2018, which is made under and forms part of the ESOS Act ('the National Code').
- C. MGS is registered on the Commonwealth Register of Institutions and Courses for Overseas Students ('CRICOS') as part of the ESOS requirements.
- D. The Agent has been made aware of the requirements of the ESOS Act by MGS and has agreed to comply with those requirements.

## AGREEMENT

### 1. DEFINITIONS

1.1 In this Agreement:

**'Courses'** means the full time registered courses offered by MGS and registered on the Commonwealth Register of Institutions and Courses for Overseas Students (**CRICOS**);

**'Course Fee'** means the tuition and other fees for Courses set by MGS;

**'CRICOS'** means the Commonwealth Register of Institutions and Courses for Overseas Students;

**'Full time study'** means the amount of study for a particular Course which is approved by the accrediting body for the Course, or in cases where the accrediting body gives no such approval, means 20 contact hours per week.

**'Laws'** means the laws in force in the New South Wales of Australia and any other laws to which MGS is subject, including but not limited to the ESOS Act, and a reference to "Laws" includes a reference to any instruments made under any statutory instrument;

**'Marks'** means logos, trademarks, designs, and crests that belong to or carry the name of MGS;

**'PRISMS'** means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment);

**'Prospective student'** means a person (whether within or outside Australia) who intend to become, or who has taken any steps towards becoming a student or an 'overseas student' as defined by the ESOS Act;

**'Services'** means the services described in **clause 3** and **clause 4**;

**'Student'** means a person (whether within or outside Australia) who holds a student visa and is an 'overseas student' as defined by the ESOS Act.

1.2 In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this agreement;
- (b) the singular includes the plural and vice versa and words importing a gender includes other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) 'including' and similar expressions are not words of limitation;
- (e) money is in Australian dollars unless otherwise stated and a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
- (f) Schedules 1 and 2 to this Agreement form part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedules, the clause of this Agreement will prevail.

## **2. ENGAGEMENT OF THE AGENT**

2.1 MGS engages the Agent to be its representative to perform such Services in the regions as specified in Item 2 of Schedule 1 only, from the Commencement Date and for the Term specified in Item 1 of Schedule 1 and on the terms set out in this Agreement.

## **3. MAIN RESPONSIBILITIES OF THE AGENT**

3.1 Under this Agreement the Agent must:

- (a) promote MGS Courses in the regions specified in 2.1;
- (b) in accordance with MGS's procedures and requirements recruit eligible students;
- (c) provide all necessary information about MGS courses and provide assistance in completing the relevant application forms and collating all required supporting documents, and submitting these to MGS. Agents in Australia must not however,

provide students or prospective students with 'immigration advice' as defined in the *Migration Act 1958 (Cth)*, unless they are separately registered to do so under that Act;

- (d) at all times act with integrity and comply with the requirements of Standard 4 of the National Code 2018 which is set out in Schedule 2 of this agreement;
- (e) perform other services and provide reports or information as requested by MGS or required by this Agreement.

#### **4. DETAILED OBLIGATIONS OF THE AGENT**

4.1 In performing the Services, the Agent must:

- (a) promote the courses with integrity and accuracy and recruit students in an honest, ethical and responsible manner;
- (b) The Agent must give to prospective students, before they complete an application, information provided to the Agent by MGS about:
  - MGS and its facilities, equipment and learning resources;
  - the Courses;
  - the Course fees and refund conditions;
  - living in Australia and the local environment of the relevant campus, including information about campus location and costs of living;
  - the minimum level of English language ability, educational qualifications and work experience required for acceptance into a Course;
  - visa requirements which must be satisfied by the student including English language proficiency levels and information on bridging courses where these are considered necessary.

This can only be done by reference to the material provided by MGS;

- (c) assist to uphold the high reputation of MGS and of the Australian international education sector;
- (d) ensure that relevant fees and charges accompany the application and/or the acceptance of offer documents;
- (e) advise the student that they are required to provide to MGS an address and an email address (other than the Agent's address);

- (f) if a student's visa application is refused, advise the student that MGS will refund the fees directly to the person who paid them, not the agent, in accordance with the refund policy;
- (g) ensure the student signs the application and acceptance forms;
- (h) make sure that all the required evidence and documents accompany a student's application or acceptance of offer;
- (i) provide all necessary assistance and information to students to progress their admission to MGS;
- (j) provide any offer documents received from MGS to the student within 3 days of receiving the offer documents;
- (k) provide MGS with market intelligence about the recruitment of students as requested;
- (l) only undertake promotional and marketing activities that are connected to or make reference to MGS that are expressly authorised by MGS.

4.2 The Agent must tell prospective students that:

- (a) students who come to Australia on a student visa must have a primary purpose of studying and must study on a full time basis, and may risk visa cancellation or deportation for any breach of visa conditions;
- (b) any school age dependants who accompany them to Australia may be required to pay full fees if they enrol in either government or non-government schools;
- (c) MGS has a preferred provider agreement with Bupa Australia.

4.3 The Agent must not:

- (a) engage in any dishonest practices, including suggesting to prospective students that they can come to Australia on a student visa with a primary purpose other than full time study;
- (b) facilitate applications for students who do not comply with visa requirements;
- (c) recruit students from any other country other than those specified in this agreement;
- (d) make any representations or offer any guarantees to students about whether they will be granted a student visa;
- (e) engage in false or misleading advertising or recruitment practices;

- (f) make any false or misleading comparisons with any other education provider or their Courses;
- (g) make any inaccurate claims of association of MGS with any other education provider;
- (h) give inaccurate information to a prospective student about acceptance into the Course for which they applied or into any other Course;
- (i) undertake any advertising or promotional activity about the Courses, or MGS without the prior written consent of MGS. Advertising or promotional activities will be at the Agent's expense unless otherwise agreed in writing by MGS in advance;
- (j) give inaccurate information to a prospective student about the fees and charges payable to MGS; and

4.4 The Agent is not permitted to:

- a) commit MGS to accept any prospective student into a Course and must not make representations to the contrary;
- b) receive or bank any fees or charges payable to MGS by a prospective student or deduct any amount from such fees or charges;
- c) use any registered or unregistered mark of MGS without the prior written consent of MGS;
- d) persuade or offer inducements to prospective students to choose an alternative OSHC provider to Bupa Australia.

4.5 The Agent must indemnify MGS for any loss, cost or damage that MGS suffers as a result of the Agent's breach of this Agreement.

## **5. WHAT MGS MUST DO**

5.1 MGS must use reasonable endeavours to:

- (a) give the Agent sufficient, accurate, and up-to-date information and training to enable the Agent to conduct the services;
- (b) communicate changes to policy and procedures and the new updated promotional material;
- (c) help the Agent to access information about visa requirements and the process of visa application;
- (d) inform the Agent of the legal or regulatory conditions for visa requirements and of any changes to those requirements promptly after becoming aware of any such changes;

- (e) process applications efficiently and respond in a timely manner;
- (f) duly process all completed applications received but is under no obligation to accept any prospective students referred by the Agent;
- (g) pay the agent fees for each student successfully recruited and still enrolled at MGS according to clause 7 of this agreement.

5.2 MGS through the international marketing manager will set standards, maintain records, and monitor the performance of agents through the following performance indicators:

- (a) Student surveys
- (b) Application audits
- (c) Visits to agent offices
- (d) Conversion rates (number of applications and commencements)
- (e) Completion of the 383-FM-MGS Agent Monitoring Form, available on Macquarie Moodle/Edmodo/Google sites. As required.

5.3 MGS will provide feedback to agents on an annual basis on their performance.

5.4 MGS will take appropriate action if an agent is found to be in breach of the terms of this agreement such as 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.

## **6. CONFIDENTIALITY**

6.1 The Agent must keep confidential:

- (a) all information provided by MGS, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
- (b) the terms of this Agreement.

## **7. AGENT'S FEES**

7.1 Subject to the other provisions of this **clause 7**, MGS must pay the Agent a fee calculated in accordance with Item 3 of Schedule 1 for each student who:

- (a) is recruited by the Agent; and
- (b) is enrolled in a Course; and
- (c) has paid the respective Course Fee to MGS.

7.2 An Agent will not be regarded as having recruited a student under this Agreement unless:



- (a) the Agent submits the student's application for enrolment and that application also bears the Agent's name; and
  - (b) the Agent submits an acceptance by the student of any letter of offer from MGS of a place in a Course.
- 7.3 No fee will be payable by MGS to the Agent where:
- (a) a student recruited by the Agent withdraws before the course commences for whatever reason and does not commence the course;
  - (b) a student recruited by the Agent is accepted by MGS but is not granted a visa; or
  - (c) the student is recruited through MGS's own programs for recruitment of students within Australia.
- 7.4 If, during a period of study at MGS, a student recruited by the Agent undertakes any Course or Courses offered by MGS other than those specifically identified in the initial application for enrolment and for which the student was first recruited by the Agent, no fee or other amount will be payable by the school to the agent.
- 7.5 If an alumnus of MGS makes an application to return to study via the agent, the application will be regarded as being made by a new student for the purpose of paying a fee to the Agent.
- 7.6 No fee is payable by MGS in relation to a recruited student unless the Agent has submitted an invoice in relation to the student:
- (a) containing the family name, given names and date of birth of the student;
  - (b) containing the student ID number as indicated on the offer letter, and the course of study enrolled in by the student;
  - (c) presented on the Agent's letterhead, which shows current address, telephone, fax and email details of the Agent;
  - (d) with an invoice number or reference; and
  - (e) containing such other information as MGS may require.
- 7.7 MGS will pay the fees payable to the Agent under this **clause 7:**
- (a) on receipt of an invoice rendered in accordance with **clause 7.6;**
  - (b) within 30 days upon the receipt of commission invoice. Commission invoice for MGS's course can only be sent 2 weeks after the student commenced the course and the student has had satisfactory progress and attendance; and
  - (c) For MGS courses, the fee payable to the Agent under clause 7.7 applies to the entire MGS course duration.

7.8 An agent will be liable to reimburse MGS for 50% of the original commission payment value if the student discontinues their study at MGS in the subsequent semester, without paying tuition fees for that semester. In this event, MGS reserves the right to withhold the said 50% from any subsequent commission payments, as it deems necessary.

## **8. TERMINATING THIS AGREEMENT**

8.1 Either party can terminate this Agreement at any time by giving the other party 60 days prior written notice.

8.2 MGS can terminate this Agreement at any time and with immediate effect by giving notice to the Agent if the Agent breaches any provision of this Agreement, or if MGS knows or reasonable suspects the agent to be;

- (a) 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 registered providers under Standard 7 (Transfer between registered providers);
- (b) facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa;
- (c) using Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than a bona fide student, or
- (d) providing immigration advice where not authorised under the *Migration Act 1968* to do so.

8.3 When this Agreement terminates, the Agent must:

- (a) submit all applications and fees from prospective students received up to the date of termination; and
- (b) immediately cease to use any recruitment advertising, promotional or other material supplied by MGS and either destroy or return all such material to MGS.

8.4 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

## **9. ASSIGNMENT AND SUBCONTRACTING**

9.1 The Agent must advise MGS of any subcontracting arrangements they have in place.

9.2 Notwithstanding any subcontract, the Agent remains fully responsible for performing its obligations under this Agreement. All correspondence, including applications and invoices will be between The Agent and MGS.

**10. MGSREPRESENTATIVE**

10.1 The representative of MGS for the purposes of this Agreement is set out in Item 5 of Schedule 1.

**11. NOTICES**

11.1 A notice under this Agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address specified at Item 4 of Schedule 1, or such revised address notified in accordance with **clause 11.2**.

11.2 A party, which changes its address, facsimile number or electronic mail address, must give notice of that change to the other party.

**12. THIS DOCUMENT IS THE ENTIRE AGREEMENT**

12.1 This Agreement, its schedules and annexure:

- (a) constitutes the complete and full agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

**13. VARIATION**

13.1 This Agreement may only be altered in writing, signed by both parties.

**14. GOVERNING LAW**

14.1 This Agreement is governed by and construed in accordance with the law in force in the State of New South Wales, Australia.

14.2 The parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.

**SIGNED** for **Macquarie Grammar School** by an authorised officer in the presence of

-----  
Signature of Witness

-----  
Signature of Officer

-----  
Name of Witness

-----  
Name of Officer (print) / Office held

-----  
Date

-----  
Date

**SIGNED** for **[Company Name]** by an authorised officer in the presence of

-----  
Signature of Witness

-----  
Signature of Officer

-----  
Name of Witness

-----  
Name of Officer (print) / Office held

-----  
Date

-----  
Date

**SCHEDULE 1**

**Item 1: Start Date**            27 March 2023  
    **End Date**                    27 September 2024

**Item 2: Regions**                Mainland China, Hong Kong, Taiwan and Korea

This is a non-exclusive agreement and MGS can appoint other Agents as it so chooses in respect of any country or area.

**Item 3: Fee**

The fee per student will be calculated using the applicable commission rates (as below) and is based on the applicable commission bases provided the student is enrolled as outlined in clause 7 of this agreement.

**Commission Schedule of student fee per student enrolment for:-**

<b>Macquarie Grammar School Academic Courses</b>	10%
<p>* Commission base for Academic Courses is the total amount of tuition fees for MGS Academic Courses (Yr 7 – Y12 courses) received by the School from the student until the student, for any reason, ceases to be a student of the MGS. This does not include any other fees including but not limited to enrolment fees, material fees, OSHC, accommodation fees, airport pick up fees, etc.</p> <p>* The fee payable to the Agent for academic courses enrolled in per student shall be paid by MGS to the Agent by means of instalment payments in accordance with clause 7, and the amount of each instalment shall be in proportionate to the amount of relevant tuition fees received by MGS from the student. MGS is not liable to pay the Agent any fees until the relevant commission base has been received by MGS.</p>	

<b>Macquarie Grammar School High School Preparation Courses</b>	10%
<p>* Commission base for high school preparation courses is the total amount of tuition fees for MGS High School Preparation Courses (HSP courses) received by MGS until the student completes, withdraws, or by any other reason, ceases to be enrolled in MGS's high school preparation courses. This does not include any other fees include but not</p>	

limited to enrolment fees, material fees, OSHC, accommodation fees, airport pickup fees, etc.

- \* Both parties agree that the commission rate for MGS High School Preparation Courses is subject to annual change at MGS's sole discretion. The School will send an email notification to the Agent if relevant commission structure, rate, or base is changed.

**Item 4: Addresses for notices**

**Macquarie Grammar School**

Attention: Operations Manager  
Address: Macquarie Grammar School  
PO BOX Q1259 Queen Victoria Building NSW 1230  
Australia  
Telephone: 61 282283022  
Email: enrolments@mgs.edu.au  
Website: www.macquariegrammarschool.edu.au

**Agent**

Company:	
Attention:	
Address:	
Telephone:	
Facsimile:	
Email:	
Website:	

**Item 5: MGS Representative**

The representative of the MGS for the purposes of this Agreement is the person holding the position of Operations Manager.

## SCHEDULE 2

---

### Standard 4 of the National Code

- 4.1 The registered provider must enter into a written agreement with each education agent it engages to formally represent it. The agreement must specify the responsibilities of the education agent and the registered provider and the need to comply with the requirements in the National Code. The agreement must also include:
- a. processes for monitoring the activities of the education agent, including where corrective action may be required; and
  - b. termination conditions, including providing for termination in the circumstances outlined in Standard 4.4.
- 4.2 The registered provider must ensure that its education agents have access to up-to-date and accurate marketing information as set out in [Standard 1](#) (Marketing information and practices).
- 4.3 The registered provider must not accept students from an education agent or enter into an agreement with an education agent if it knows or reasonably suspects the education agent to be:
- a. 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 registered providers under [Standard 7](#) (Transfer between registered providers);
  - b. facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa;
  - c. using Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than bona fide a student; or
  - d. providing immigration advice where not authorised under the *Migration Act 1958* to do so.
- 4.4 Where the registered provider has entered into an agreement with an education agent and subsequently becomes aware of, or reasonably suspects, the engagement by that education agent, or an employee or sub-contractor of that agent, of the conduct set out in Standard 4.3, the registered provider must terminate the agreement with the education agent. This paragraph does not apply where an individual employee or sub-contractor of the education agent was responsible for the conduct set out in Standard 4.3 and the education agent has terminated the relationship with that individual employee or sub-contractor.
- 4.5 The registered provider must take immediate corrective and preventative action upon the registered provider becoming aware of an education 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.