

## 9. OBLIGATIONS OF THE AGENT

### 9.1 Recruitment of Students

In providing the Services, the Agent must:

- (a) comply with the ESOS Framework particularly with the National Code 2018;
- (b) thoroughly assess each Prospective Student's eligibility for entry into Australia under the SSVF and conduct a full GTE assessment;
- (c) comply with guidelines, practices, policies and procedures issued by CET and the University from time to time;
- (d) maintain a thorough and up-to-date working knowledge of the regulations governing visas that allow study in Australia;
- (e) maintain sufficient staff to effectively and efficiently perform the Services in accordance with this Agreement;
- (f) ensure that its employees and representatives are appropriately trained to perform the Services in accordance with this Agreement;
- (g) maintain a thorough and up-to-date working knowledge of the CET's Courses and enrolment requirements;
- (h) promote the CET's Courses with honesty and accuracy to Prospective Students;
- (i) recruit Prospective Students in an honest, ethical and responsible manner;
- (j) provide Prospective Students with accurate Course information including information on enrolment requirements;
- (k) lodge all Prospective Students applications on-line via CET's online agent portal;
- (l) provide CET with accurate contact details for Prospective Students including personal email address, telephone contact details and personal home address, which are mandatory fields in their on-line application, understanding failure to provide accurate Student contact details will compromise the Students on-line enrolment process;
- (m) uphold the excellent reputation of CET and the University and of the Australian education sector, and not do anything that would damage such reputation;
- (n) immediately notify CET and the University if the Agent receives from the Department of Education:
  - (i) a production notice given under section 113 of the ESOS Act;
  - (ii) an attendance notice given under section 116 of the ESOS Act;
- (o) immediately notify CET and the University if the Agent receives from DIBP a notice to produce information under section 18 of the *Migration Act 1958* (Cth);
- (p) keep data, accounts, documents and records relating to this Agreement in sufficient detail to allow CET and the University to monitor and determine the Agent's compliance with this Agreement and the ESOS Framework;
- (q) comply with the Australian International Education and Training Agent Code of Ethics ('ACE'), or any other alternative training as required by CET and the University; and
- (r) take all reasonable steps to avoid conflicts of interests with its duties as an education agent for CET and the University.

In providing the Services, the Agent must not:

- (a) use any advertising or promotional material about CET and the University or its Courses, nor amend any such material, unless the material or amendment has been approved by CET in writing;

- (b) make any representations or warranties, other than those expressly permitted by CET;
- (c) engage in unethical student recruitment practices such as the systematic poaching of students from other registered CET and University recruitment agents;
- (d) facilitate applications for Prospective Students who do not comply with Australian visa requirements;
- (e) facilitate applications for Prospective Students who do not comply with CET's enrolment requirements; or
- (f) make any representations or offer any guarantees to Prospective Students about whether they will be granted visa that allows study in Australia.

## 9.2 Providing Information to Students

The Agent must give to Prospective Students, free of charge and in the form and format required by CET, information about:

- (a) CET and the University, including its facilities, equipment and learning resources;
- (b) the Courses offered by CET (including the Course enrolment requirements, Course content and duration, any qualification offered, modes of study and assessment methods);
- (c) the indicative CET Course Fees, other relevant fees and charges that the Prospective Student would have to pay to CET in order to undertake their Course, all optional fees and charges, and refund conditions for Course Fees, including advice that the Course Fees are likely to increase during their Course, and are reviewed on an annual basis by CET;
- (d) the cost of living in Australia, campus location and comprehensive accommodation options;
- (e) the level of English language proficiency, educational qualifications and work experience required for acceptance into the relevant Course(s);
- (f) the current streamlined visa processing requirements, including mandatory English language proficiency levels;
- (g) the conditions on which a Student's enrolment may be deferred, suspended or cancelled; and
- (h) a description of the ESOS Framework made available electronically via the Australian Education International (**AEI**) website.

## 9.3 Visa Requirements

The Agent must tell Prospective Students who intend to study in Australia on a student visa that mandatory conditions of a student visa include:

- (a) a requirement to:
  - (i) study full-time and meet Course progression requirements;
  - (ii) maintain a minimum class attendance of 80%
  - (iii) maintain a valid enrolment for their chosen Course;
  - (iv) secure Overseas Student Health Cover for the duration of their Course; and
  - (v) have sufficient funds to pay for their Course fees and living expenses for the duration of their Course, and
- (b) restrictions on transferring between education providers within the first 6 months of a principal course.

## 9.4 Providing Assistance to Students

In providing the Services, the Agent must:

- (a) ensure that all necessary evidence and documents are uploaded when submitting a Prospective Student's on-line application or acceptance of offer via the online agent portal;
- (b) certify documents or upload documents that have been certified by the relevant authority as outlined in Schedule 5;

- (c) provide translations of documents in accordance with Schedule 6 (if approved by the University under Schedule 6 of this Agreement as a translator, or otherwise approved by the University's Designated Representative in writing);
- (d) lodge on-line application forms on behalf of a Prospective Student via the online agent portal (with their consent), for processing by the University, and ensure that relevant fees and charges are paid at the time an on-line application or on-line acceptance is lodged;
- (e) collect and forward within three (3) days of receipt all fees and charges payable to the University by Prospective Students or Students (subject always to clause 12.1(g));
- (f) advise Prospective Students that they are required to provide a personal email address and personal home address (other than the Agent's address) to CET in order to successfully complete their on-line application form;
- (g) advise Prospective Students that if their visa application is refused, CET will send the refund of fees to the same person or party from whom the payment was received on behalf of the Prospective Student;
- (h) provide Under 18 students with a copy of the University's Under 18 Policy and Procedures and ensure they comply with the requirements outlined in the policy procedures and application requirements;
- (i) provide any documentation sent from CET (such as the eCoE or pre-departure kits) to the Prospective Student within three (3) working days of receipt; and
- (j) provide a comprehensive fees and services charge sheet to CET that lists all fees the Agent charges for services provided to all Prospective Students.