

POLICIES & PROCEDURES

APRIL 2024



Approved by
ECA Chief Operating Officer



Document Name	Representatives Policies and Procedures		
Approved by:	Chief Operating Officer	Date of Review	April 2024
Responsible Officer	Education Centre of Australia's Chief Operating Officer		
Document No:	ECA P&P – ESOS 4 – 03.03 – 2024.4		
Applicable to	<p>Refer section 1.1 of Representative Agreement: Education Centre of Australia Pty Ltd (CRICOS Provider Code 02644C) trading as ECA College and The English Language School in Sydney (EL SIS) Asia Pacific International College Pty Ltd (APIC) (CRICOS Provider Code 03048D); Advance Training Pty Ltd ABN 50 164 188 685 (CRICOS Provider Code 03637E) trading as Australian College of Care Leadership and Management (ACCLM) ECA Graduate Institute Pty Ltd ABN 81 128 584 896 (CRICOS Provider Code 02997M) Higher Education Leadership Institute Pty Ltd ABN 71 606 961 451 (CRICOS Provider Code 03845H) ECA Higher Education Institute Pty Ltd ABN 31 627 475 790 (CRICOS Provider Code 03932J) Victoria University (Sydney) (CRICOS Provider Code 02475D) Swinburne University of Technology (CRICOS Provider Code, 00111D) University of Canberra ABN 81 633 873 422 (Hills Campus, Castle Hill NSW) (CRICOS Provider Code 00212K) University of Tasmania ABN 30 764 374 782 (Sydney & Melbourne) (CRICOS Provider Code:00586B) University of the Sunshine Coast ABN 28 441 859 157 (Adelaide) (CRICOS Provider Code:01595D)</p>		
Related Documents	<p>Representative Agreement Education Centre of Australia Website: https://www.eca.edu.au/ Education Centre of Australia Marketing Policy & Procedures Education Centre of Australia subsidiary and associated providers Policies and Procedures (Recruitment, Enrolment, Complaints and Appeals)</p>		
References & Legislation:	<p>Education Services for Overseas Students Act 2000 Education Services for Overseas Students Legislation Amendment (Tuition Protection and Other Measures) Act 2011 National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code 2018): https://internationaleducation.gov.au Standards for Registered Training Organisations (RTOs) 2015 Higher Education Standards Framework (Threshold Standards) 2021 Migration Act 1958 Australian International Education and Training Agent Code of Ethics: https://internationaleducation.gov.au Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants (the London Statement), 19 March 2012: https://www.britishcouncil.org The Spam Act 2003 (Cth) Privacy Act 1988 (Cth)</p>		
Version	Change description	Approved	Effective Date
	Policy developed		30 July 2013
	Policy reviewed and updated	PEO	Jan 2018
03.02_2019.02-2019.02.11_Final	Updated to include changes to the ESOS legislation	PEO	February 2019
v2019.02_Final	Reformatted	COO	July 2019
V2020v1.0	Reviewed and updated to ensure alignment with regulatory requirements and consistency of language	COO	March 2020
V2020v1.1	Inclusion of Section 9: Suspension	COO	June 2020
V2022v2.0	Major revision including open ended contracts for Representatives	COO	January 2022
V2024v1.0	Reviewed and updated section 1 to include University of Canberra, University of Tasmania and University of the Sunshine Coast	COO	April 2024

DEFINITIONS

Addendum:	An addendum is an agreed-upon change signed by all parties to the original Representative Agreement. It details the specific terms, clauses, sections, and definitions to be changed in the original agreement but otherwise leaves it in full force and effect.
Chief Operating Officer (COO):	The COO is a senior manager of ECA who oversees and is responsible for the business operations within the ECA.
COO or designate:	The Chief Operating Officer or another ECA employee with delegated authority from the COO
CRICOS:	Commonwealth Register of Institutions and Courses for Overseas Students.
Education Centre of Australia Pty Ltd. (ECA):	ECA and its associated companies and partners provide tertiary level education across multiple campuses.
Education Centre of Australia subsidiary and associated providers:	As listed in the “Applicable to” section in the table above.
ESOS Act:	Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
ESOS Regulations:	Regulations made according to the Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
International Student:	A person who holds an Australian Student Visa and is an 'Overseas Student' as defined by the ESOS Act
National Code 2018:	National Code of Practice for Providers of Education and Training to Overseas Students 2018.
PRISMS:	Provider Registration and International Student Management System. Provides Australian education providers with the Confirmation of Enrolment (COE) facilities required for compliance with the ESOS Act.
Prospective Student:	A person who intends to become, or who has taken any steps towards becoming, a student an 'overseas student' or 'intending overseas student' as defined by the ESOS Act.
Representative	A person or organisation approved by the ECA with authority to promote ECA's programs and services to students or prospective students within the agreed terms outlined in the Representative Agreement.
Representative Agreement	Agreement between ECA and a Representative, including the Schedules.
SMS:	ECA's Student Management System used by each provider.
Territory	The geographical location in which a Representative operates. A Representative's Territory is identified in the Representative Agreement

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1. PURPOSE AND SCOPE

- 1.1 EducationCentre of Australia (ECA) is committed to appointing and working with Representatives demonstrating:
 - a comprehensive understanding of students' requirements, Australian culture, the education sector and appropriate legislative knowledge; and
 - in-depth knowledge of the nature of ECA and its subsidiary and associated providers' programs, courses, policies, and requirements; and
 - honesty, integrity, and the highest ethical standards.
- 1.2 ECA's Policy and Procedure for appointing, monitoring, and terminating Representatives is designed to ensure compliance with all legislative and regulatory requirements as listed under "References and Legislation" on page 1 above.
- 1.3 This Policy and Procedure applies to all Education Centre of Australia staff involved in marketing ECA's education programs and courses to international students, the recruitment of students for those programs and courses, and the management and monitoring of ECA's Representatives.

2. APPOINTMENT OF REPRESENTATIVES

- 2.1 ECA has a number of approved Representatives to represent its interests in defined areas and may approach prospective organisations to apply for, and will be open to receiving applications from, Representatives seeking appointment through a formal signed agreement as one of its Registered Representatives.
- 2.2 New Representatives are appointed on an ongoing basis, subject to an annual review.
- 2.3 All Representatives interested in gaining an appointment must follow the following procedures:
 - a) Apply online via ECA Representative Portal (at www.eca.edu.au/agent-portal/) and submit a completed **ECA Representative Application Form** available in How to become an ECA Representative. The form must be completed honestly and accurately, and details of at least two referees provided (preferably other Australian international education providers). All requested associated documentation must be provided as attachments.
 - b) Primary sources for the recruitment of new Representatives are:
 - Participation in workshops/events;
 - Recommendations from Partner Universities;
 - Recommendations from Austrade or equivalent entities.
 - c) ECA's Chief Operating Officer (COO) (or his/her delegate) will evaluate the provided information making a provisional assessment of the applicant's suitability for appointment.
 - d) The two nominated referees will be contacted, and the responses provided included the applicant's documentation. ECA reserves the right to request the applicant to provide additional referees if requested.
 - e) ECA's Chief Operating Officer (or his/her delegate) will review all the applicant's documentation and make a final assessment as to the applicant's suitability for Appointment as an ECA approved Representative. Reasons will be provided for the recommended appointment (or non-appointment) as an ECA Representative. All outcomes/reasons provided will be recorded in the **Smartsheet** under the Representative profile.

- If an applicant is assessed as suitable for appointment, ECA's Chief Operating Officer (or his/her
- f) delegate) will complete the their representative Agreement, (including all schedules). A pdf copy will be sent, via an ECA Representative Appointment email to the Representative's head office.
 - g) The terms and conditions of the Representative Agreement include the Representative accepting responsibility and liability for the actions of any permitted sub-agents.
 - h) If the Representative accepts the terms of the Agreement, they will sign and return the Agreement to ECA.
ECA International Recruitment Manager and ECA Compliance Officer – Representative Management
 - i) will countersign the Agreement and send a copy to the Representative, together with the **ECA Authorised Representative Certificate**.
- Details regarding the Representative and the Agreement will be entered on the ECA's
- j) Representatives Database, and the Representative's name and relevant information will be published on the ECA Website.
 - a) The Representative will be able to access all relevant ECA and its subsidiary and associated
 - k) providers course and marketing materials via **ECA Representative Portal** (at: www.eca.edu.au/agent-portal/).
- 2.4 Upon appointment, ECA will enter, in accordance with Clause 4.1 of National Standard 4, the details in PRISMS via <https://prisms.education.gov.au/information/ShowContent.ashx?Doc=How to manage Agent Details.pdf>.
- 2.5 In accordance with Clause 8.3 on reporting third party arrangements in ASQA's "Users' Guide to the Standards for RTOs 2015", ECA will notify ASQA of the Representative Agreement and the Representative's details using the [online form on the ASQA website](#).

3. TRAINING OF REPRESENTATIVES

- 3.1 An ECA International Recruitment Manager will provide newly appointed Representatives with training in:
- the legislative and regulatory requirements relating to international education in Australia;
 - Australian requirements for and conditions of student visas;
 - ECA policies;
 - Terms and conditions of their Agreement;
 - the programs, courses, administrative procedures, and forms for ECA and its subsidiary and associated providers.
- 3.2 After such training, the responsible International Recruitment Manager will identify any possible areas for further Representative training and development, as well as identifying particular strengths of the Representative. The Report will be filed in the [ECA Representative Training Checklist Report](#).
- 3.3 Where possible, Representatives will be invited to visit the ECA premises. If this is not possible, Representatives may be visited by the Chief Operations Officer (or his/her delegate). They will review their performance and identify areas for further training, particularly in the areas of international education in Australia, student visa requirements, knowledge of ECA education and training programs as well as provide access to current marketing and promotional materials.

After such a visit, the responsible International Recruitment Manager will identify any possible areas for further Representative training and development, as well as identifying particular strengths of the Representative. The Report will be filed in the [ECA Representative Training Checklist Report](#).

- 3.4 All ECA Representatives will be provided and required to participate in at least one information and training session a year. In addition, when there are legislative, regulative, and/or administrative changes in laws, regulations, policies and procedures pertaining to international students, ECA will provide the information and training necessary to ensure that its Representatives remain fully compliant and professional. After each training session, the responsible Chief Operations Officer (or his/her delegate) will provide feedback using the [ECA Representative Training Checklist Report](#).

4. REPRESENTATIVE RESPONSIBILITIES

- 4.1 The Representative's responsibilities are outlined in Section 2 of the Representative Agreement.

5. ECA'S RESPONSIBILITIES

- 5.1 ECA's responsibilities are outlined in Section 3 of the Representative Agreement.

6. HOW A REPRESENTATIVE CAN CLAIM COMMISSION

- 6.1 Representative invoices will be processed and paid after the study period census date.
- 6.2 Go to Commission Claim at [ECA Representative Portal \(www.eca.edu.au/agent-portal/\)](#) to check who is the account officer you should forward invoices to for processing.
- 6.3 Before a payment can be made; the following information must be provided on the invoice:
- Student Name and SMS ID;
 - Course name and relevant study period.
 - Complete and current banking details which are consistent with the Representative Agreement to avoid payment delays.
 - The ABN of the Representative and the amount of GST payable (where applicable).

- 6.4 ECA will inform its Representatives of any change in the physical address, telephone number, or electronic mail address of ECA, and its subsidiary and associated providers within five working days of such change.
- 6.5 ECA is not required to accept any prospective student referred by the Representative.

7. MONITORING REPRESENTATIVES' PERFORMANCE

- 7.1 ECA will actively monitor all Representatives' performance to ensure professional behaviour and positive outcomes measured by the number of potential student referrals, visa approval ratio, retention ratio and the conversion rate to active enrolments.
- 7.2 ECA will monitor Representatives' performance (key performance indicators (KPIs), through the following processes:
- 7.2.1 The Director, Student Recruitment, and Director of Admissions hold regular **meetings with Head of Student Acquisition** to analyse Representatives' performance:
- the number of student applications and their quality and completeness.
 - the conversion rate of student Applications to CoEs;
 - the incidence of Visa rejection.
 - the conversion rate of CoEs to actual enrolments.
 - Student retention and academic performance per agent
 - policy and/or procedural areas requiring training and/or possible modification; and
 - Representatives that may require additional training.
- Failure to achieve these KPI's will result in corrective action, which may include further training, suspension or termination.*
- 7.2.2 Where a need for additional training is identified, ECA will contact the Representative via emails, phone calls, or video conference to address specific problems and to notify them of any procedural requirements and changes.
- 7.2.3 Analysis of PRISMS based data entries for each Representative on their performance made available under Subsections 175 (3) and (4) of Education Legislation Amendment (Provider Integrity and Other Measures) Act 2017, namely information on the:
- the number of applications for student visas made by or on behalf of students recruited or otherwise dealt with by a Representative that has been either granted, refused, withdrawn or are invalid;
 - the number of student visas issued to students recruited or otherwise dealt with by a Representative that has been cancelled or have ceased to be in effect;
 - the number of students accepted for enrolment in courses provided by registered providers by students recruited or otherwise dealt with by a Representative;
 - the completion rates of accepted students recruited or otherwise dealt with by Representatives.
- 7.3 Annually, each Representative's overall performance review will be completed. Review dates and outcomes will be entered onto the **ECA Representative Performance Report**.

- 7.3.1 The responsible International Recruitment Manager will evaluate the Representative's performance against the agreed performance criteria as defined in the *ECA Representative Performance Audit Form*, including:
- acting in a manner which may be negligent, careless or incompetent;
 - being engaged in false, misleading or unethical advertising and recruitment practices;
 - not responding to minimise conflicts of interest and, when they occur, not declaring those conflicts of interest, and thereby not acting in the best interests of international students;
 - acting in a manner which may be non-compliant with the terms and conditions of the Representative Agreement;
 - being engaged in false or misleading practices which could harm the integrity of Australian education and training and/or the integrity of ECA and its subsidiary and associated providers' programs;
 - the number of students the Representative has recruited and the conversion rate of student applications to CoEs, the visa rejection rate, the conversion rate from CoEs to actual enrolments and success rate from enrolment to successful completion;
 - the reasons, where relevant, for apparently unsatisfactory application numbers, conversion and success rates;
 - the satisfaction of students and/or third parties regarding the performance of the Representative;
 - the accuracy and currency of information and advice provided by the Representative to students;
 - knowledge of and compliance with Australian legislative and regulatory requirements relating to the recruitment of international students under the ESOS Act and The National Code 2018; and
 - the overall quality and value of the appointment to ECA.
- 7.3.2 The International Recruitment Manager will make a recommendation based on the monitoring and analysis process described above relating to the continuation of the Representative Agreement, and the COO will decide whether to:
- Continue the Representative Agreement; or
 - Terminate the Representative Agreement as per Section 6.5 of the Representative Agreement.
- 7.2.1 The Director, Student Recruitment, and Director of Admissions hold regular meetings with Head of Student Acquisition to analyse Representatives' performance:
- the number of student applications and their quality and completeness.
 - the conversion rate of student Applications to CoEs;
 - the incidence of Visa rejection.
 - the conversion rate of CoEs to actual enrolments.
 - Student retention and academic performance per agent
 - policy and/or procedural areas requiring training and/or possible modification; and
 - Representatives that may require additional training.
- Failure to achieve these KPI's will result in corrective action, which may include further training, suspension or termination.*
- 7.4 Any complaint made by a student of an ECA subsidiary or associated provider using the appropriate Complaints and Appeals Policy and Procedure and/or any matter that relates to a suspected serious breach regarding the behaviour and practices of an ECA Representative will be investigated thoroughly.
- 7.4.1 Where there appears to be grounds for concern, the COO (or their delegate) will send to the Representative an *ECA Representative Warning Email*, which will include:
- The specific nature of and the grounds for the concern;
 - The implications of failing to meet the ECA Representative Agreement; and requesting the Representative to respond within 10 business days of the receipt of the email.
- 7.4.2 The Vice President, Student Acquisition (or their delegate) will evaluate the Representative's response to the complaint, and consider the following:
- the substance of the complaint and its investigation;
 - the Representative's response;
 - the performance history of the Representative; and
 - any other relevant information.

The Vice President, Student Acquisition (or their delegate) will within ten days of receipt of the Representative's response, email the Representative using the ECA Representative email with the outcome of the investigation, which may include:

- 7.4.3
- continuing the Representative's appointment;
 - continuing the Representative's appointment subject to certain conditions;
 - suspending the Representative Agreement as per Section 6.4 of the Representative Agreement; or
 - terminate the Representative Agreement as per Section 6.5 of the Representative Agreement.

- 7.4.4
- If the COO (or their delegate) find that a complaint made about a Representative's behaviour was false and vexatious, and if the complainant was a current student, the COO may refer the issue for a formal investigation and, depending on the outcome of the investigation the student may be disciplined according to their student code of conduct and relevant policies and procedures.

- 7.5
- ECA reserves the right to undertake with at least twenty-four (24) hours advance notice, any audit and/or examine any Representative records (whether in paper, electronic or other forms) concerning the services rendered under the Representative Agreement and for that purpose, ECA may:
- enter onto the premises of the Representative during the Representative's regular business hours; and
 - take copies of such records.

- 7.6
- The outcome of any formal investigation will be recorded in the relevant management system.

8. TERMINATING REPRESENTATIVE AGREEMENTS

- 8.1
- ECA may terminate a Representative Agreement as detailed in Section 6.5 of the Representative Agreement.
- 8.2
- When Education Centre of ECA COO (or their delegate) decides to terminate a Representative's appointment:
- the decision and reasons will be conveyed to the Representative in question, using the Representative Termination Email and the termination will take effect when the Representative is formally served that notice;
 - Relevant government departments may be notified of the termination and the grounds for the termination if the termination resulted from suspected criminal conduct;
 - Details relating to the decision will be entered on the Representative's file;
 - The Representative's status is updated and/or removed from the ECA Representative Database, SMS, PRISMS, and all relevant websites. The Compliance Officer – Representative Management manages the process;
 - The Representative's students will be notified of the termination and invited to submit an [ECA Change of Representative Request Form](#); and
 - ECA will ensure that no further referrals and applications will be accepted from the terminated Representative.

- 8.3 Upon termination of a Representative Agreement, the Representative, must:
- submit all applications and fees from prospective students received up to and including the termination date;
 - cease all promotional activity on behalf of ECA, and its subsidiary and associated providers;
 - submit no further student applications; and
 - immediately stop using any advertising, promotional or other material supplied by ECA and return all material to ECA by registered mail or a reputable international courier.
- 8.4 If a Representative Agreement is terminated on the basis of demonstrated or reasonably suspected unethical, unprofessional, and/or criminal behaviour, the ECA COO (or their delegate) will inform the Accounts Department. ECA reserves the right to immediately cease payment of Representative fees, which would otherwise become payable from the date of termination.
- 8.5 If this Agreement is terminated or not renewed on a basis other than demonstrated or reasonable suspected unethical, unprofessional and/or criminal behaviour (such as inadequate referrals, applications, and conversions) the ECA COO (or their delegate) will inform the Accounts Department and all commission payments due before the termination date of a Representative Agreement will be honoured.
- 8.6 The decision and reasons to terminate a Representative Agreement may be disclosed to other parties (including relevant government departments, agencies and the Representative's employer) with all disclosures following privacy legislation and regulations.

9. CHANGE OF REPRESENTATIVE

- 9.1 ECA seeks to ensure that its students have every opportunity for competent, ethical and professional representation by approved Representatives, and a parallel commitment to ensuring security of investment for approved Representatives allocating resources to secure enrolments for ECA.
- 9.2 In practical terms, this means that ECA recognises the legitimacy of students wanting to change Representatives in some circumstances. Still, ECA also seeks to ensure that constraints are placed on this right to provide checks on frivolous, vexatious, and/or frequent student-initiated changes in Representatives.
- 9.3 7.2.1 In situations where ECA terminates a Representative Agreement, the ECA COO (or their delegate) will ensure that the students represented by that Representative are sent a letter informing them of the termination of the Representative Agreement, and asking them to complete and submit a Change of Representative Request Form, identifying a new Representative from the list published on the ECA website.
- 9.4 ECA will facilitate a change of Representative for all potential students with a **conditional Letter of Offer**.
- 9.5 ECA will not allow a change of Representative once a student has been issued an **Unconditional (Full) Letter of Offer and /or Confirmation of Enrolment**.

- 9.6 In situations in which a potential student issued with a **Conditional Letter of Offer** wants to change their Representative for reasons other than the termination of their Representative, that student must complete and submit:
- a **Change of Representative Request Form** identifying their preferred new Representative, with appropriate documentation; or
 - a Release Email or Acknowledgement from the student's existing Representative; and
 - a statement identifying how remaining with their current Representative would not be in their best interests.
- 9.7 On receiving such an application, a check will be undertaken to see if the proposed new Representative is one of ECA's Registered Representatives. If the preferred new Representative is not an ECA Registered Representative, the application will be rejected.
- 9.8 If the student provides a Release/Acknowledgement Email from their Representative and/or demonstrates, to the satisfaction of the International Recruitment Manager, that their best interests are not served by remaining with their existing Representative, and the proposed new Representative is an ECA Registered Representative, the International Recruitment Manager will approve the change.
- 9.9 In situations where the student has no existing CoEs for study with ECA, its subsidiaries, and/or its associated providers, ECA will agree with the requested change providing it is in no way detrimental to the student's wellbeing.
- 9.10 Once a change of Representative has been approved and is scheduled to be implemented as specified above, the ECA Admissions officer will:
- notify the existing Representative of the student-initiated change of Representative;
 - inform the new Representative that ECA has approved the student-initiated change of Representative, and
 - update the ECA Representatives Database.

10. CHANGE OF SCENARIOS

The following scenarios are provided to provide Representatives with clarity regarding the policy and procedure relating to change of Representative.

10.1 Full Offer Scenarios

- If a **FULL** offer is issued for Provider A (and is not converted by census date) and a new Representative applies for the same student commencing in the next available intake, a change of Representative is permitted. An exception to this rule is when the student conversion is prevented due to Provider capacity constraints.
- A change of Representative is allowed if a FULL offer is made for Provider A (and is not converted by census date) and a new Representative applies for the same student with Provider B beginning in the following intake that becomes available.
- If a **FULL** offer is issued for Provider A and Provider A is terminated, all students will be contacted and permitted to change Representative.
- If a **FULL** offer is issued for Provider A and the student submits a formal complaint regarding the Representative, and ECA supports the student's claim (as per this policy); a change of Representative is permitted.
- If the **FULL** offer has expired, no change of Representative request or action is required. The expired application will be treated as a new application.
- If the **FULL** offer has been withdrawn (in SMS), no change of Representative request or action is required. The withdrawn application will be treated as a new application.

10.2 Conditional Offer Scenarios

- If a student applies through Representative A and decides to change to Representative B (same or different Providers).
 - ECA Admissions will request a Change of **Representative Request Form** signed by the student, including the explanation for change request.
 - On receipt of the signed **Change of Representative Request Form**, ECA Admissions will inform Representative A and update the Change of Representative tracking sheet.
 - Representative A will be given 1 business day (Monday to Friday) to respond with a new Change of **Representative Request Form** signed by the student confirming they wish to remain with Representative A (this could be sent in the form of an email, attaching the form).
 - Representative A and B are notified of the outcome.
 - Where Representative B is the new Representative, they must submit a completed Application Form with all supporting documents verified. NB: **No documents from Representative A can be used in the assessment.**
- No change of Representative will be allowed if the request is submitted **less than 2 business days before the final course commencement date** (last day to enrol).
- If a **Conditional** offer has expired (in SMS), no change of Representative request or action is required. The expired conditional offer will be treated as a new application.
- If the **Conditional** offer has been withdrawn (in SMS), no change of Representative request or action is required. The withdrawn conditional offer will be treated as a new application.

10.3 No Offer Issued Scenarios

- If no **Offer** was issued for Provider A due to capacity restrictions, no change of Representative is permitted for Provider A.
- If no **Offer** was issued for Provider A due to Representative failure to provide documents required for an offer to be issued, a change of Representative is permitted.

10.4 Returning/Current Student Completed ECA Group Course and applying for another ECA Group Course scenarios

- If the student withdraws/is cancelled and/or reported before completing their course and then applies to return in the next study period, no change of Representative is allowed.

10.5 Rejection Scenarios

- If a **Rejection** is issued for Provider A (cannot be converted) and a new Representative applies for the same student with Provider B starting in the next available intake onwards, a Change of Representative is not allowed.