Future Academy
Education Agents Policies and Procedures
National Code Standard 4

Approved by the CEO

Registered providers take all reasonable measures to use education agents that have an appropriate knowledge and understanding of the Australian international education industry and do not use education agents who are dishonest or lack integrity (National Code Standard 4).
# Table of Contents

4.1  Purpose and Scope 3  
4.2  Policies 4  
4.3  Appointment of Future Academy Authorised Partners 7  
4.4  Training and Monitoring Future Academy Authorised Partners 8  
4.5  Renewing a Future Academy Authorised Partner Agreements 11  
4.6  Terminating an Future Academy Authorised Partner Agreements 11  
4.7  Change of Agents 14  

## DEFINITIONS 16  

## POLICY AND PROCEDURES RESPONSIBILITIES, REVIEW AND LINKAGES 17
4.1 Purpose and Scope

4.1.1 Education Agents play a vital role in connecting prospective international students (both overseas and Australian based) with Australian educational institutions competing in the international education industry. In playing this vital role, the ethics and procedures followed by Education Agents are of crucial importance to maintaining Australia’s high reputation for its international educational quality and services.

4.1.2 This is particularly true for dynamic but relatively small internationally oriented higher educational institutions such as Future Academy. Accordingly, Future Academy is committed to appointing and working with Agents demonstrating:

- a comprehensive understanding of students’ requirements, Australian culture and Australia’s education system in general;
- the nature of Future Academy programs, policies and requirements in particular; and
- honesty, integrity and the highest ethical standards.

4.1.3 Future Academy Policy and Procedure for Appointing, Monitoring and Terminating Education Agents is designed to ensure that these standards are maintained, and to comply with all legislative and regulatory requirements established under the:

- ESOS ACT;
- ESOS Regulations;
- National Code;
- The “London Statement”;
- Migration Act; and
- Migration Regulations.

4.1.4 These requirements are effectively summarised under National Code Standard 4 which aims to strengthen

the ability of providers to manage the activities of their education agents, ensuring providers use only reputable education agents.
Intending students will benefit from the monitoring strategies of the provider and from the provider’s ability to terminate agreements with education agents who engage in false or misleading recruitment practices.

4.1.5 This document presents Future Academy Policy and Procedures relating to the:

- Appointment of its Education Partners (Agents);
- Monitoring of its Education Partners (Agents); and the
- Termination of Partner Agreements.

4.1.6 The Policy and Procedures apply to:

- all Future Academy prospective and existing partners; and
- all Future Academy staff involved in Future Academy programs and the recruitment and monitoring of Future Academy Partners.
4.2 Policies

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 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).

4.2.1 Future Academy has agreements with a number of Australian and internationally based education agents (see [http://www.futureacademy.edu.au](http://www.futureacademy.edu.au) for the current Agents).

4.2.2 Prospective Agents must complete and submit the Future Academy Educational Agent Application Form and submit names and contact details of at least two referees. Applicants’ details and the associated referees’ reports will be checked and assessed by the Future Academy CEO or his nominee.

4.2.3 Future Academy will enter a Partner Agreement with, and/or accept student referrals from, only reputable organisations (such as education brokerage companies, professional associations, industry bodies, government centres) which meet the established criteria and which have a demonstrated record of fiscal viability, ethical practice and integrity, have an understanding of Australian international education services and of Future Academy programs, and has a signed Partner Agreement with Future Academy.
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.

4.2.4 Future Academy conducts ongoing monitoring of its education agents: such monitoring includes regular student post-enrolment agent assessments and an annual performance audit.

4.2.5 Ongoing monitoring may result in Future Academy terminating a Partner's appointment in circumstances where:

Y Future Academy has reasonable grounds for believing that a Partner may have been engaged in unprofessional conduct;

Y the Partner has consistently underperformed; in relation to the number of referred enrolments;

Y the Partner has misrepresented Future Academy and the courses and services it offers;

Y the Partner has not been compliant with relevant legislation and regulations; and/or

Y a Partner has not been compliant with the terms and conditions of their Partner Agreement.

4.2.6 In cases of unambiguous underperformance a Partner Agreement may be terminated, but in cases where there may exist mitigating circumstances the agent may be sent a warning letter itemising Future Academy concerns and providing a defined period during which the agent may respond. If the responses are sufficient to allay Future Academy concerns and reservations, the Partner Agreement will be
maintained/renewed, but where sufficient assurance is not provided, the Partner Agreement will be terminated.

4.2.7 As one aspect of its policy and procedure for receiving and managing complaints Future Academy is committed to formally investigating any formal complaint received about the performance of any agent, and to implementing an ethical and professional response to any complaint, depending on the outcome of the formal investigation.

4.2.8 Future Academy has a policy of ensuring that its students have every opportunity for effective, ethical and professional representation by approved agents, and a parallel commitment to ensuring security of investment for approved agents allocating resources to secure enrolments for Future Academy

4.2.9 In practical terms this means Future Academy recognises the legitimacy of students wanting to change agents in some circumstances, but Future Academy also seeks to ensure that constraints are placed on this right to provide checks on frivolous, vexatious and/or frequent student initiated changes in agents.

4.2.10 With the exception of situations in which Future Academy terminates or fails to renew a Partner’s Agreement Future Academy will always request that students seeking to change agents provide a Release Letter from their existing agent. If a Release Letter is not provided, students seeking to change agents will have to provide evidence of their best interests would be served by transferring from their existing agent.

4.2.11 On receiving such an application a check will be undertaken to see if the proposed new agent is one of Future Academy Authorised Partners. If the preferred new agent is not an Future Academy Authorised Partner the application will be rejected.

4.2.12 If a student provides a Release Letter from their agent and/or demonstrates, to the satisfaction of the CRICOS Coordinator, that their best interests are not served by their remaining with their existing agent, and the proposed new agent is an Future Academy Authorised Partner, the CRICOS Coordinator will approve a change, taking effect when the student:

Y has made all instalment payments associated with a single course enrolment; or

Y has made all the payments for a course package for which CoEs have been issued.

4.2.13 In situations where Future Academy terminates or fails to renew a Partner’s Agreement, the Partner’s students will be informed and asked to change their Agent.

4.2.14 In situations where Future Academy terminates a Partner’s Agreement for unethical practice, that Agent will be paid commission arising from all fee payments made prior to the cessation of the Agreement, and will cease to be made in relation to all subsequent fee payments by the students they represented.

4.2.15 In situations where Future Academy decides not to renew a Partner’s Agreement for reasons other than unethical practice, that Agent will be paid commission arising from all past and future fee payments made in relation to all courses for which current CoEs have been issued.
4.3 Appointment of Future Academy Partners

4.3.1 Future Academy is committed to appointing a number of professional education agents to represent its interests in defined areas, and to this end may approach prospective agents and will be open to receiving expressions of interest from education agents seeking appointment, by signed agreement, as one of its Authorised Partners.

4.3.2 All Partner Agreements will be made on an renewable annual basis. All agents interested in gaining appointment must comply with the following procedures:

a. submit a completed Educational Agent Application Form. The form must have all questions honestly answered, provide the contact details of at least two referees (preferably other Australian international education providers) and all requested associated documentation.

b. Future Academy CEO (or his/her nominee) will record and evaluate the provided information and performance, and complete the Future Academy Educational Agent Checklist, making a provisional assessment of the applicant's suitability for appointment.

c. The first two nominated Referees of those provisionally assessed as suitable will be sent the Future Academy Partner Reference Check, and the completed responses will be assessed. If the referee responses are inconsistent and/or not definitive, a third referee will be contacted and asked to complete a Reference Check.

d. Future Academy CEO (or his/her nominee) will complete the Educational Agent Checklist and make a final assessment as to the applicant's suitability for Appointment as an Future Academy Partner, including a supporting statement documenting reasons for the recommended appointment (or non-appointment) as a Future Academy Education Partner.

e. Future Academy CEO or his nominee will complete the Future Academy Education Partner Agreement, including the Schedule, and send two copies to the agent's head office under an Future Academy Educational Agent Agreement.

f. The terms and conditions of the Agreement include the agent accepting responsibility and liability for the actions of its own agents acting in the capacity of Future Academy sub-agents.

g. If the agent accepts the terms of the Agreement s/he will sign both copies and return them to the Future Academy CEO or his nominee.

h. Future Academy CEO or his nominee will sign the two original agent-signed copies of the Agreement, retain one of the two countersigned copies and return the second to the Partner, along with an Future Academy Educational Partner Certificate.

i. The Partner's details and details of the Agreement will be entered on Future Academy Database, and the Partner's names and relevant details will be published on the Future Academy Website.

j. The Future Academy Educational Agent Checklist will be completed and signed.

k. The Partner will be sent copies of all Future Academy related course and marketing materials.
4.4 Training and Monitoring Future Academy Educational Partners

4.4.1 Authorised Partners will also receive comprehensive training in the legislative and regulatory requirements relating to international education in Australia, Australian requirements for and conditions of student visas, Future Academy programs courses, administrative procedures and forms from an Future Academy marketing manager.

4.4.2 After such training the responsible CEO or his nominee will prepare a short Post-Training Report identifying any possible areas for further Agent training and development, as well as identifying any particular strengths of the Agent. The Report will be filed in the Agent's file.

4.4.3 In the event of an Agent making a formal visit to the Future Academy premises, the CEO (or his/her nominee) will ensure that the opportunity is taken to:

- Refresh the Agent's knowledge and understanding of the legislative and regulatory requirements relating to international education in Australia, and Australian requirements for, and conditions of, student visas;
- Review the Agent's performance against the established performance criteria;
- Identify areas for refresher training;
- Refresh the Agent's knowledge and understanding of the range of education and training programs; and
- Refresh the Agent's supply of Future Academy information packs and promotional materials.

4.4.4 After such an Agent visit the responsible CEO/ his or her nominee will prepare a short Post-Visit Report identifying any possible areas for further Agent training and development, as well as identifying any particular strengths of the Agent. The Report will be filed in the Agent's file.

4.4.5 The responsible marketing manager will work with the Agent to address any shortcomings or inefficiencies identified during the visit, with details being placed in the Agents file.

4.4.6 In planning for an overseas trip the CEO and/or a Marketing Manager will identify the Agents to be visited, reviewing their performance against the established performance criteria and identifying areas for refresher training. When making the Agent visit the CEO/ Marketing Manager will:

- Refresh the Agent's knowledge and understanding of the legislative and regulatory requirements relating to international education in Australia and Australian requirements for, and conditions of, student visas;
- Refresh the Agent's knowledge and understanding of the range of Future Academy related education and training programs; and
- Refresh the Agent's supply of Future Academy information packs and promotional materials.

4.4.7 On returning from such an overseas trip the responsible CEO and/or Marketing Manager will prepare a short Post-Visit Report for each Agent visited, identifying any possible areas for further Agent training and development, as well as identifying any particular strengths of the Agent. The Report will be filed in the Agent's file.

4.4.8 The Marketing Manager will work with the Agent to address any shortcomings or inefficiencies identified during the visit, with details being placed in the Agents file.
4.4.9 All Future Academy Educational Partners 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 policies and procedures pertaining to international students, Future Academy will provide the information and training to ensure that its Agents remain fully compliant and professional.

4.4.10 Future Academy will use thorough, open and transparent evaluative methodologies to actively monitor all Partners’ performance with the objectives of ensuring professional behaviour and positive outcomes as measured by full compliance and the number of potential student referrals and the conversion rate to active enrolments.

4.4.11 The actual methods/procedures for monitoring Partners’ performance will include:

a. The CRICOS Coordinator will hold regular Admissions Review Meetings to analyse:
   – the number of student applications and their quality and completeness;
   – the conversion rate of student Applications to CoEs;
   – the incidence of Visa rejection; and
   – the conversion rate of CoEs to actual enrolments.

b. Approved Partners’ performance will be reviewed against these criteria to identify:
   – policy and/or procedural areas requiring training and/or possible modification; and/or
   – Approved Partners who may require additional training.

c. Where a need is identified, emails, phone calls and Skype conversations are held with Agents to address specific problems and to notify them of any procedural changes.

d. As a part of their Orientation program students will be asked to complete a Future Academy Student Post Arrival Appraisal of Agent questionnaire. The completed questionnaires will be analysed by responsible CRICOS Coordinator and any unusual, critical or negative responses and comments will be referred to the responsible RTO Manager who will decide on subsequent action, including:
   – recording the information in the Future Academy Agent Database;(TMDB)
   – undertaking further investigation of the Agent’s conduct; and/or
   – reporting the matter to the CEO.

e. The overall performance of each Agent will be audited annually, approximately one month before the expiry/renewal date of the Partner Agreement. Audit dates and outcomes will be entered on the Future Academy Educational Agent Checklist.

f. The Marketing Manager will evaluate the Agent’s performance against the agreed performance criteria as defined in the Future Academy Partner Audit form, including:

   - the Agent’s compliance with the Educational Agent Agreement;
   - the number of students the Agent has recruited and the conversion rate of student applications to CoEs, the visa rejection rate, and the conversion rate from CoEs to actual enrolments;
   - the reasons, where relevant, for applications from potential students not proceeding to final enrolments;
   - information from students or third parties regarding the Agent;
   - the quality, accuracy and currency of information and advice provided by the Agent to students.
g. The Marketing Manager will make a recommendation relating to the renewal of the partnership agreement, and the CEO will decide whether to:
   Y Renew the Agent's appointment;
   Y Renew the Agent's appointment for a further period subject to certain conditions; or
   Y Terminate the Agent's appointment in accordance with procedures for terminating an Agent Agreement.

4.4.12 As an integral part of the Future Academy Complaints and Appeals Policies and Procedure complaints made by students (on Future Academy Student Complaint Form) and/or other parties about the behaviour and practices of any of its Authorised Partners will be formally investigated and acted upon:

a. Where there appear to be grounds for concern, the CEO will send an Future Academy Educational Agent Warning Letter to the Agent:

Y specifying the nature of and grounds for the concern;
Y indicating the consequences of failing to satisfy Future Academy that there had been number of examples of unprofessional conduct; and
Y requesting a response within 10 business days of receipt of the letter (an extension to the time limit may be granted on application).

b. If the Partner responds to Future Academy Educational Agent Warning Letter within the set time frame, the Future Academy CEO will evaluate the responses to the substance of the complaint, taking into account:

Y the Partner's actual responses;
Y the known performance history of the Partner; and
Y other relevant information.

c. Depending on the conclusions drawn from the investigation, the CEO may:

Y maintain the Partner's appointment;
Y maintain the Partner's appointment subject to certain conditions;
Y suspend the Partner's appointment, making re-appointment subject to training and agreement to comply with certain defined conditions; or
Y terminate the Agent's appointment immediately.

4.4.13 The outcome of the formal investigation will be recorded in the Future Academy Complaints and Appeals register, and in the Partner's File.

4.4.14 If the CEO should find that a complaint made about a Partner's behaviour was vexatious, and if the complainant was a current Future Academy student, the CEO will refer the issue to the Future Academy RTO for formal investigation and, depending on the outcome of the investigation:

a. the student may be placed on probation;

b. the student’s enrolment may be suspended for a set duration; or

c. the student’s CoE may be cancelled and the student reported to DOE via PRISMS.

4.4.15 The outcome of the formal investigation will be recorded in the Future Academy Complaints and Appeals register, and on the student’s file.
4.5 Renewing Future Academy Educational Agent Agreements

4.5.1 If, following completion of the annual Partner Audit, the Future Academy CEO is satisfied that the Partner has operated professionally and ethically, has effectively represented Future Academy interests, and has referred significant numbers of prospective students to Future Academy programs and courses, with a high conversion ratio, a renewal of the Educational Agent Agreement may be offered to the Agent.

4.5.2 Future Academy or his nominee will complete a new Educational Agent Agreement, updated to include any new legislative and regulatory requirements, and send two copies to the Agent’s head office under the Future Academy Educational agreement.

4.5.3 If the Partner accepts the terms of the Agreement s/he will sign both copies and return them to the Future Academy CEO.

4.5.4 The Future Academy CEO will counter-sign the two original Partner signed copies of the Agreement, retain one of the two and return the second to the Partner, along with a new Future Academy Educational Partner Certificate.

4.5.5 The new Agreement will be filed on the Partner’s file and any necessary changes made to Future Academy Partners Database and Future Academy website.

4.6 Terminating Future Academy’s Educational Agent Agreement

4.6.1 Should Future Academy at any time become aware of a Partner being negligent, careless or incompetent or of having engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the reputation of the RTO and/or the integrity of the Australian education and training system, the RTO shall take immediate corrective and preventative action, where:

Y Preventative action could include training sessions for partners and ensuring they have all the material they need to represent the provider accurately and professionally;

Y Corrective action may include providing additional information/material or targeted training in, for example, the expectations of the provider; and

Y Corrective action may also include termination of the agreement with the education Partner.

4.6.2 If, following completion of the final Audit of an existing Educational Agent Agreement, the Future Academy’s CEO has reasonable grounds for believing or suspecting that a Partner has engaged in unethical, unprofessional and/or criminal conduct, and/or the Partner’s student referral and conversion rates are too low to warrant their retention as a Partner, the CEO may send Future Academy’s Educational Agent Warning Letter:

Y specifying the grounds for concern;

Y indicating the consequences of failing to satisfy Future Academy that there had been number of examples of unprofessional conduct; and/or

Y indicating Future Academy’s concerns about the Partner’s referral and conversion rates; and
requesting a response within 10 business days of receipt of the letter (an extension to the time limit may be granted on application).

4.6.3 If the Partner responds to Future Academy’s Educational Agent Warning Letter within the set time frame, Future Academy’s CEO will evaluate the performance of the Partner, taking into account:
Y the Partner’s response to the Warning Letter;
Y whether the Partner engaged in Unprofessional Conduct;
Y the Partner’s referral and conversion rates; and
Y other relevant considerations.

4.6.4 Depending on the conclusions drawn from the performance evaluation outlined above, the CEO may:
Y renew the Partner’s appointment;
Y renew the Partner’s appointment subject to certain conditions such as:
a. require the Partner to undertake further training;
b. require the Partner to improve their referral and conversion rates.
Y suspend the Partner’s appointment, making re-appointment subject to agreement to comply with certain defined conditions; or
Y terminate the Partner’s appointment immediately.

4.6.5 Termination of a Partner’s Agreement will be automatic if the CEO knows, or, based on reasonable grounds, concludes that the Partner has or most probably has engaged in criminal or unprofessional conduct.

4.6.6 If the Partner identifies the cause of a recognized breach as being one of that Partner’s employees or sub-agents, provides demonstrable evidence to support this and takes immediate action to dismiss the responsible employee and/or terminate the sub-agent’s agreement, the Future Academy’s CEO may decide to retain that Partner, but may also require that the Partner undertakes additional training as specified by the Future Academy’s CEO.

4.6.7 Termination or non-renewal of an Educational Agent Agreement will be most probable if:
Y the Partner’s performance as measured by student referrals and conversion rates is unacceptably low;
Y the Partner has misrepresented Australia’s legislative and regulatory requirements relating to international students;
Y the Partner has misrepresented Future Academy and the programs, courses and services offered by its associated and partner providers;
Y the Partner has in any other manner been non-compliant with the terms and conditions of their Educational Agent Agreement with Future Academy.

4.6.8 When Future Academy’s CEO decides to terminate or not renew an Authorised Partner’s appointment:
Y the decision and reasons will be conveyed to the Partner in question, using the Educational Agent Termination Letter, and the termination will take place when the Partner is formally served that notice;
Y DOE and DIBP will be notified of the termination and the grounds for the termination if the termination resulted from suspected unprofessional conduct;
Y details relating to the audit and decision will be entered on the Partner’s file;
Y the Partner’s name will be removed from the Future Academy Website;
Y Future Academy will ensure that no further referrals and applications will be accepted from the terminated Partner.

4.6.9 On termination of an Educational agent Agreement, the agent must:
Y submit all applications and fees from prospective students received up to the termination date;
Y cease all promotional activity on behalf of Future Academy, its subsidiary and associated providers;
Y submit no further student applications; and
Y immediately cease using any advertising, promotional or other material supplied by Future Academy and return all material to Future Academy by registered mail or a reputable international courier.

4.6.10 All commission payments owing to a Partner whose Agreement is terminated or not renewed from fee payments made by their clients prior to the expiry date of their Agreement will be honoured.

4.6.11 If an Educational Agent Agreement is terminated on the basis demonstrated or reasonable suspected unethical, unprofessional and/or criminal behaviour, the CEO will inform the Accounts Department and Future Academy will immediately cease payment of agent commission fees which would otherwise become payable from the date of termination.

4.6.12 If this Agreement is terminated or not renewed on the basis of inadequate referrals, applications and conversions, the CEO will inform the Accounts Department and Future Academy will immediately cease payment of agent commission fees which would otherwise become payable from the date of termination.

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

4.6.14 Any decision to terminate an Educational agent Agreement and the reasons for it may be disclosed to other parties, including the Partner's employer, but in accordance with privacy legislation and regulations.
4.7 Change of Agents

4.7.1 In situations where Future Academy terminates or fails to renew an Educational Agent Agreement, the CEO will ensure that the students represented by that Partner are sent a letter informing them of the termination/non-renewal of the Partner’s Agreement, and asking them to complete and submit an Future Academy Change of Agent Request Form, identifying a new Agent from the list of Authorised Partners published on the Future Academy website.

4.7.2 In situations where Future Academy terminates a Partner’s Agreement for unethical practice, that Agent will be paid commission arising from all fee payments made prior to the cessation of the Agreement, and will cease to be made in relation to all subsequent fee payments by the students they represented.

4.7.3 In situations where Future Academy decides not to renew a Partner’s Agreement for reasons other than unethical practice, that Agent will be paid commission arising from all past and future fee payments made in relation to all courses for which current CoEs have been issued.

4.7.4 In situations in which a student wants to change their Agent for reasons other than the termination of their agent’s Agreement, the student must complete and submit:

- an Future Academy Change of Agent Request Form identifying their preferred new Agent, with appropriate documentation; and
- a Release Letter from the student’s existing Agent; or, where such a letter is not available,
- a statement identifying how remaining with their existing Agent would not be in their best interests.

4.7.5 On receiving such an application a check will be undertaken to see if the proposed new agent is one of Future Academy’s Authorised Partners. If the preferred new agent is not an Future Academy Authorised Partner the application will be rejected.

4.7.6 If a student provides a Release Letter from their agent and/or demonstrates, to the satisfaction of the CRICOS Coordinator, that their best interests are not served by their remaining with their existing agent, and the proposed new agent is an Future Academy Authorised Partner, the CRICOS Coordinator will approve the change, with the following conditions:

a. If the student has existing CoEs for study with Future Academy and/or its associated providers the change of Agent will not take effect until:

- the student has paid all fees relating to that student’s existing CoEs for study with Future Academy and its associated providers, including CoEs for extended course packages, and the payment of the Agent Fees relating to those CoEs; or
- the student discontinues their study with Future Academy and/or its associated providers and withdraws, with or without a Release Letter.

4.7.7 In situations where the student has no existing CoEs for study with Future Academy and/or its associated providers, Future Academy will agree with the requested change providing it is in no way detrimental to the student’s wellbeing.

4.7.8 Once a change of agent has been approved and is scheduled to be implemented as specified above, the CRICOS Coordinator will:
Y write to the existing Agent to inform them of Future Academy’s approval of the student initiated change of agent and informing them of their on-going commission payment entitlements.

Y Write to the new Agent inform them of Future Academy’s approval of the student initiated change of agent and informing them of their future commission payment entitlements.

Y make the necessary changes to the Future Academy Agents Database;

Y organize (through the Accounts Department) all commission payments due to the student’s existing agent; and

Y arrange for commission payments related to subsequently provided CoEs to be made to the student’s new agent.
**Definitions**

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<thead>
<tr>
<th>Definition</th>
<th>Description</th>
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<tr>
<td>Agent</td>
<td>A person or organisation accredited by Future Academy with the authority to promote Future Academy's programs and services to students or prospective students within agreed terms.</td>
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<td>Agent Agreement</td>
<td>Agreement between Future Academy and the Agent including the Schedules.</td>
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<td>CRICOS</td>
<td>Commonwealth Register of Institutions and Courses for Overseas Students.</td>
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<td>ESOS Act</td>
<td>Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.</td>
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<td>ESOS Regulations</td>
<td>Regulations made pursuant to the Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.</td>
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<td>Prospective Student</td>
<td>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.</td>
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| Relevant Legislation | The ESOS Act 2000 (Commonwealth)  
The ESOS Regulations 2001 (Commonwealth)  
Education Services for Overseas Students Legislation Amendment (Tuition Protection and Other Measures) Act 2011  
The Migration Act 1958 (Commonwealth)  
The Migration Regulations 1994 (Commonwealth)  
The National Code |
| Student     | A person who holds an Australian Student Visa and is an 'Overseas Student' as defined by the ESOS Act. |
## Policy and Procedures Responsibilities, Review and Linkages

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<tr>
<th>Approved by:</th>
<th>Future Academy Pty Ltd CEO and RTO Manager</th>
<th>Date first Created:</th>
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<td>16 May 2014</td>
<td>Date Effective:</td>
<td>16 May 2014</td>
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<td>16 May 2015</td>
<td>Document No:</td>
<td>Version 1.2</td>
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<td>Future Academy CEO and RTO Manager</td>
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<td>Future Academy's CEO</td>
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<td>Future Academy Website</td>
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<td>Future Academy Student Engagement Before Enrolment Policy and Procedures</td>
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<td>Future Academy Formalisation of Enrolment Policy and Procedures</td>
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<td>Future Academy Complaints and Appeals Policy and Procedures</td>
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<td>Changes to Future Academy Owner and Management Policy and Procedures</td>
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<tr>
<td>References &amp; Legislation:</td>
<td>Education Services for overseas Students Act 2000</td>
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<td>Education Services for Overseas Students Legislation Amendment (Tuition Protection and Other Measures) Act 2011</td>
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</table>