
EDUCATION AGENTS POLICIES AND PROCEDURES

NATIONAL CODE STANDARD 4

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.

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4.1 PURPOSE AND SCOPE

4.1.1 Pivotal Education Policy and Procedures 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 2019;
- National Code 2018;
- Agent code of Ethics
- Migration Act; and
- Migration Regulations.

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

the ability of Pivotal Education to manage the activities of their education agents, ensuring Pivotal Education 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.

4.1.3 This document presents Pivotal Education’s Policy and Procedures relating to the:

- Appointment of its Education Agents;
- Monitoring of its Education Agents; and the
- Termination of Education Agency Agreements.

4.1.4 The Policy and Procedures apply to:

- all Pivotal Education prospective and existing Education Agents; and
- all Pivotal Education staff involved in Pivotal Education programs and the recruitment and monitoring of Pivotal Education Agents

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4.2 POLICIES

Pivotal Education enters into a written agreement with each education agent it engages to formally represent it and enters and maintain the education agent's details in PRISMS, also their details will be entered on PRISMS for every enrolment they facilitated. The agreement must specify the responsibilities of the education agent and the registered provider and the need to comply with the requirements in the ESOS Act and National Code 2018. The agreement includes:

- the Pivotal Education's requirements of the agent in representing the Pivotal Education;
- processes for monitoring the activities of the education agent in representing Pivotal education and ensuring that its education agents have access to up-to-date and accurate marketing information as set out in Standard 1 (Marketing information and practices).
- the corrective actions that may be taken by Pivotal Education if the education agent does not comply with its obligations under the written agreement including providing for corrective action
- Pivotal Education's grounds for termination of its written agreement with the education agent, including providing for termination in the circumstances
- the circumstances under which information about the education agent may be disclosed by the Pivotal Education and the Commonwealth or state or territory agencies.

4.2.1 Pivotal Education has agreements with a number of Australian and internationally based education agents (Pivotal Education's current Agents list can be located on Pivotal Education's website).

4.2.2 Prospective Agents must complete and submit Pivotal Education's Education 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 Pivotal Education's CEO or his nominee.

4.2.3 Pivotal Education will enter an Agency Agreement with, and/or accept student referrals from, only reputable organisations (such as education brokerage companies, professional associations, industry bodies, government centers) 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 Pivotal Education programs, and has a signed Agency Agreement with Pivotal Education.

Pivotal Education must require its education agent to:

- a. declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of Pivotal Education
- b. observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students

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- c. act honestly and in good faith, and in the best interests of the student
- d. have appropriate knowledge and understanding of the overseas education system in Australia, including the Australian International Education and Training agent code of Ethics. These requirements ensure education agents adhere to and practice responsible business ethics, and that education understand their obligations to provide current, accurate and honest information to overseas students to help them make informed decisions about study in Australia.

Pivotal Education 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 (Overseas Students Transfers);
- 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.

Where Pivotal Education 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 4.5 National Code 2018, Pivotal Education 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 4.5 National Code 2018 and the education agent has terminated the relationship with that individual employee or sub-contractor.

As Agent delivering services on behalf of Pivotal education, agent must co – operate with ASQA:

- 1.8.1. In providing accurate and truthful responses to information requests relevant to Pivotal Education’s registration
- 1.8.2. In the Conduct of ASQA Audits and monitoring of Pivotal Education’s operations
- 1.8.3. In retaining and providing records or other information

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Pivotal Education must take immediate corrective and preventative action upon Pivotal Education becoming aware of or has reason to believe, education agent or an employee or subcontractor of that education agent has not complied with the education agents’ responsibilities

Pivotal Education must immediately terminate its relationship with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor becomes aware or has reason to believe, that the education agent or an employee or subcontractor of the education agent for 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 & training.

- 4.2.4 Pivotal Education conducts ongoing monitoring of its education agents: such monitoring includes regular student post-enrolment agent feedback and an annual performance audit.
- 4.2.5 Ongoing monitoring may result in Pivotal Education terminating an Agent’s appointment in circumstances where:
 - Pivotal Education has reasonable grounds for believing that an Agent may have been engaged in unprofessional conduct;
 - the Agent has consistently underperformed; in relation to the number of referred enrolments;
 - the Agent has misrepresented Pivotal Education and the courses and services it offers;
 - the Agent has not been compliant with relevant legislation and regulations; and/or
 - an Agent has not been compliant with the terms and conditions of their Agency Agreement.
- 4.2.6 In cases of unambiguous underperformance an Agency Agreement may be terminated, but in cases where there may exist mitigating circumstances the agent may be sent a warning letter itemising Pivotal Education concerns and providing a defined period during which the agent may respond. If the responses are sufficient to allay Pivotal Education’s concerns and reservations, the Agency Agreement will be maintained/renewed, but where sufficient assurance is not provided, the Agency Agreement will be terminated.
- 4.2.7 As one aspect of its policy and procedure for receiving and managing complaints Pivotal Education 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 Pivotal Education 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

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investment for approved agents allocating resources to secure enrolments for Pivotal Education.

- 4.2.9 In practical terms this means Pivotal Education recognises the legitimacy of students wanting to change agents in some circumstances, but Pivotal Education 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 Pivotal Education terminates or fails to renew an Agent's Agreement Pivotal Education 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 Pivotal Education's authorised Agent. If the preferred new agent is not a Pivotal Education's authorised Agent 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 Compliance Manager, that their best interests are not served by their remaining with their existing agent, and the proposed new agent is a Pivotal Education's authorised Agent, the Compliance Manager will approve a change, taking effect when the student:
- ✓ has made all instalment payments associated with a single course enrolment; or
 - ✓ has made all the payments for a course package for which CoEs have been issued.
- 4.2.13 In situations where Pivotal Education terminates or fails to renew an Agent's Agreement, the Agent's students will be informed and asked to change their Agent.
- 4.2.14 In situations where Pivotal Education terminates an Agent'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 Pivotal Education decides not to renew an Agent'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 PIVOTAL EDUCATION AGENTS

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- 4.3.1 Pivotal Education 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 Agents.
- 4.3.2 All Education Agency Agreements will be made on a renewable annual basis. All agents interested in gaining appointment must comply with the following procedures:
- a. Submit a completed Education 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. Pivotal Education's CEO (or his/her nominee) will record and evaluate the provided information and performance, and complete Pivotal Education's 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 Pivotal Education's Agent 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. Pivotal Education's CEO (or his/her nominee) will complete the Agent Checklist and make a final assessment as to the applicant's suitability for Appointment as an Pivotal Education's Education Agent, including a supporting statement documenting reasons for the recommended appointment (or non-appointment) as an Pivotal Education's Education Agent.
 - e. Pivotal Education's CEO or his nominee will complete Pivotal Education's Agency Agreement, including the Schedule, and send two copies to the agent's head office under a Pivotal Education's Agency 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 Pivotal Education's sub-agents.
 - g. If the agent accepts the terms of the Agreement s/he will sign both copies and return them to the Pivotal Education's CEO or his nominee.
 - h. Pivotal Education's 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 Agent, along with a Pivotal Education's Agent Representation Certificate.
 - i. The Agent's details and details of the Agreement will be entered

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on Pivotal Education’s Database, and the Agent’s names and relevant details will be published on the Pivotal Education’s Website.

- j. The Pivotal Education’s Education Agent Checklist will be completed and signed.
- k. The Education Agent will be sent copies of all Pivotal Education related course and marketing materials.

4.4 TRAINING AND MONITORING PIVOTAL EDUCATION’S EDUCATION AGENTS

4.4.1 Authorised Agents will also receive information in the legislative and regulatory requirements relating to international education in Australia, Australian requirements for and conditions of student visas, Pivotal Education programs courses, administrative procedures and forms from a Pivotal Education marketing manager.

4.4.2 In the event of an Agent making a formal visit to the Pivotal Education 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;
- Refresh the Agent’s knowledge and understanding to the range of education and training programs; and
- Refresh the Agent’s supply of Pivotal Education information packs and promotional materials.

4.4.3 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.

4.4.4 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. 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 to the range of Pivotal Education related education and training programs; and
- Refresh the Agent’s supply of Pivotal Education information packs and

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promotional materials.

- 4.4.5 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
- 4.4.6 All Pivotal Education’s Education Agents 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, Pivotal Education will provide the information and training to ensure that its Agents remain fully compliant and professional.
- 4.4.7 Pivotal Education will use thorough, open and transparent evaluative methodologies to actively monitor all Agent’ performance with the objectives of ensuring professional behavior and positive outcomes as measured by full compliance and the number of potential student referrals and the conversion rate to active enrolments.
- 4.4.8 The actual methods/procedures for monitoring Agent’s performance will include:
 - a. The Compliance Manager 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. Authorised Agents’ performance will be reviewed against these criteria to identify:
 - policy and/or procedural areas requiring training and/or possible modification; and/or
 - Authorised Agents 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 Pivotal Education’s Agent Feedback survey. The completed survey will be analysed by responsible Marketing Manager and any unusual, critical or negative responses and comments will be referred to the Principle who will decide on subsequent action, including:
 - recording the information in Pivotal Education’s Agent Database (TEAMS);
 - undertaking further investigation of the Agent’s conduct; and/or
 - reporting the matter to the CEO.

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- e. The overall performance of each Agent will be audited annually, approximately one month before the expiry/renewal date of the Agency Agreement. Audit dates and outcomes will be entered on Pivotal Education's Education Agent Checklist.
- f. The Marketing Manager will evaluate the Agent's performance against the agreed performance criteria as defined in Pivotal Education's Agent Audit form, including:
 - the Agent's compliance with the Agency 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 Agency Agreement, and the CEO or his delegated nominee will decide whether to:
 - Renew the Agent's appointment;
 - Renew the Agent's appointment for a further period subject to certain conditions; or
 - Terminate the Agent's appointment in accordance with procedures for terminating an Agency Agreement.

4.4.9 As an integral part of Pivotal Education's Complaints and Appeals Policies and Procedure complaints made by students (on Pivotal Education's Student Complaint Form) and/or other parties about the behavior and practices of any of its Authorised Agents will be formally investigated and acted upon:

- a. Where there appear to be grounds for concern, the Marketing Manager on behalf of CEO will send the Agent Warning Letter to the Education Agent:
 - specifying the nature of and grounds for the concern;
 - indicating the consequences of failing to satisfy Pivotal Education's Agency Agreement that there had been number of examples of unprofessional conduct; and
 - requesting a response within 10 business days of receipt of the

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letter (an extension to the time limit may be granted on application).

- b. If the Agent responds to Pivotal Education’s Agent Warning Letter within the set time frame, the Pivotal Education’s Marketing Manager will evaluate the responses to the substance of the complaint, taking into account:
 - the Agent’s actual responses;
 - the known performance history of the Agent; and
 - other relevant information.
- c. Depending on the conclusions drawn from the investigation, the Marketing Manager may:
 - maintain the Agent’s appointment;
 - maintain the Agent’s appointment subject to certain conditions;
 - suspend the Agent’s appointment, making re-appointment subject to training and agreement to comply with certain defined conditions; or
 - terminate the Agent’s appointment immediately.

4.4.10 The outcome of the formal investigation will be recorded in the Pivotal Education’s Complaints and Appeals register and in the Agent’s File.

4.4.11 If the Marketing Manager should find that a complaint made about an Agent’s behavior was vexatious, and if the complainant was a current Pivotal Education student, the Marketing Manager will refer the issue to the Compliance Manager 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 may be reported to Department of Home Affairs via PRISMS.

4.4.12 The outcome of the formal investigation will be recorded in the Pivotal Education Complaints and Appeals register, and on the student’s file.

4.5 RENEWING PIVOTAL EDUCATION’S EDUCATION AGENCY AGREEMENTS

4.5.1 If, following completion of the annual Agent Audit, Pivotal Education’s CEO and the Marketing Manager is satisfied that the Agent has operated professionally and ethically, has effectively represented Pivotal Education’s interests, and has referred significant numbers of prospective students to Pivotal Education’s programs and courses, with a high conversion ratio, a renewal of the Education Agency Agreement may be offered to the Agent.

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- 4.5.2 Marketing Manager will complete a new Education Agency Agreement, updated to include any new legislative and regulatory requirements, and send two copies to the Agent's head office under the Pivotal Education's Education Agency Agreement.
- 4.5.3 If the Agent accepts the terms of the Agreement s/he will sign both copies and return them to the Pivotal Education.
- 4.5.4 The Pivotal Education's CEO will counter-sign the two original Agent signed copies of the Agreement, retain one of the two and return the second to the Agent, along with a new Pivotal Education's Agent Representation Certificate.
- 4.5.5 The new Agreement will be filed on the Agent's file and any necessary changes made to Pivotal Education's Agents Database and Pivotal Education's website.

4.6 TERMINATING PIVOTAL EDUCATION'S EDUCATION AGENCY AGREEMENT

- 4.6.1 Should Pivotal Education at any time become aware of an Agent 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 Pivotal Education and/or the integrity of the Australian education and training system, Pivotal Education shall take immediate corrective and preventative action, where:
- preventative action could include training sessions for agents and ensuring they have all the material they need to represent the provider accurately and professionally;
 - corrective action may include providing additional information/material or targeted training in, for example, the expectations of the provider; and
 - corrective action may also include termination of the agreement with the education Agent.
- 4.6.2 If, following completion of the final Audit of an existing Education Agency Agreement, Pivotal Education's CEO or his delegated nominee has reasonable grounds for believing or suspecting that an Agent has engaged in unethical, unprofessional and/or criminal conduct, and/or the Agent's student referral and conversion rates are too low to warrant their retention as an Agent, the Marketing Manager may send Pivotal Education's Education Agent Warning Letter:
- specifying the grounds for concern;
 - indicating the consequences of failing to satisfy Pivotal Education that there had been number of examples of unprofessional conduct; and/or
 - indicating Pivotal Education's concerns about the Agent's referral and

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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 Agent responds to Pivotal Education’s Education Agent Warning Letter within the set time frame, Pivotal Education’s Marketing Manager will evaluate the performance of the Agent, taking into account:

- the Agent’s response to the Warning Letter;
- whether the Agent engaged in Unprofessional Conduct;
- the Agent’s referral and conversion rates; and
- other relevant considerations.

4.6.4 Depending on the conclusions drawn from the performance evaluation outlined above, the Marketing Manager (in consultation with CEO) may:

- renew the Agent’s appointment;
- renew the Agent’s appointment subject to certain conditions such as;
 - a. require the Agent to undertake further training;
 - b. require the Agent to improve their referral and conversion rates.
- suspend the Agent's appointment, making re-appointment subject to agreement to comply with certain defined conditions; or
- terminate the Agent's appointment immediately.

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

4.6.6 If the Agent identifies the cause of a recognized breach as being one of that Agent’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, Pivotal Education’s CEO/Marketing Manager may decide to retain that Agent, but may also require that the Agent undertakes additional training as specified by the Pivotal Education’s Marketing Manager.

4.6.7 Termination or non-renewal of an Education Agency Agreement will be most probable if:

- the Agent’s performance as measured by student referrals and conversion rates is unacceptably low;
- the Agent has misrepresented Australia’s legislative and regulatory requirements relating to international students;
- the Agent has misrepresented Pivotal Education and the programs, courses and services offered by its associated and Agent providers;

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- the Agent has in any other manner been non-compliant with the terms and conditions of their Education Agency Agreement with Pivotal Education.

4.6.8 When Pivotal Education's CEO/Marketing Manager decides to terminate or not renew an Authorised Agent's appointment:

- the decision and reasons will be conveyed to the Agent in question, using the Education Agent Termination Letter, and the termination will take place when the Agent is formally served that notice;
- DEPARTMENT OF EDUCATION and DEPARTMENT OF HOME AFFAIRS will be notified of the termination and the grounds for the termination if the termination resulted from suspected unprofessional conduct;
- details relating to the audit and decision will be entered on the Agent's file the Agent's name will be removed from the Pivotal Education's Website;
- Pivotal Education will ensure that no further referrals and applications will be accepted from the terminated Agent.

4.6.9 On termination of an Education Agency Agreement, the agent must:

- submit all applications and fees from prospective students received up to the termination date;
- cease all promotional activity on behalf of Pivotal Education, its subsidiary and associated providers;
- submit no further student applications; and
- immediately cease using any advertising, promotional or other material supplied by Pivotal Education and return all material to Pivotal Education by registered mail or a reputable international courier.

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

4.6.11 If an Education Agency Agreement is terminated on the basis demonstrated or reasonable suspected unethical, unprofessional and/or criminal behavior, the CEO/Marketing Manager will inform the Accounts Department and Pivotal Education 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/Marketing Manager will inform the Accounts Department and Pivotal Education will pay commission arising from all past and future fee payments made in relation to all courses for which current COEs have been issued.

4.6.13 The termination of this Agreement by either party does not affect any

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accrued rights or remedies of either party.

- 4.6.14 Any decision to terminate an Education Agency Agreement and the reasons for it may be disclosed to other parties, but in accordance with privacy legislation and regulations.

4.7 CHANGE OF AGENTS

- 4.7.1 In situations where Pivotal Education terminates or fails to renew an Education Agency Agreement, the CEO/Marketing Manager will ensure that the students represented by that Agent are sent a letter informing them of the termination/non-renewal of the Agents Agreement, and asking them to complete and submit an Pivotal Education's Change of Agent Request Form, identifying a new Agent from the list of Authorised Agents published on the Pivotal Education's website.
- 4.7.2 In situations where Pivotal Education terminates an Agent'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 Pivotal Education decides not to renew an Agent'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:
- Pivotal Education's 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 Pivotal Education's Authorised Agents. If the preferred new agent is not a Pivotal Education's Authorised Agent 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 Compliance Manager, that their best interests are not served by their remaining with their existing agent, and the proposed new agent is an Pivotal Education's Authorised Agent,

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the Compliance Manager will approve the change, with the following conditions:

- a. If the student has existing CoEs for study with Pivotal Education 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 Pivotal Education including CoEs for extended course packages, and the payment of the Agent Fees relating to those CoEs; or
 - the student discontinues their study with Pivotal Education and withdraws, with or without a Release Letter.

4.7.7 In situations where the student has no existing CoEs for study with Pivotal Education, Pivotal Education 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 Compliance Manager will:

- write to the existing Agent to inform them of Pivotal Education’s approval of the student-initiated change of agent and informing them of their on-going commission payment entitlements.
- Write to the new Agent inform them of Pivotal Education’s approval of the student-initiated change of agent and informing them of their future commission payment entitlements.
- make the necessary changes to the Pivotal Education’s Agents Database;
- organize (through the Accounts Department) all commission payments due to the student’s existing agent; and
- arrange for commission payments related to subsequently provided CoEs to be made to the student’s new agent.

DEFINITIONS

Agent:	A person or organisation accredited by Pivotal Education with the authority to promote Pivotal Education's programs and services to students or prospective students within agreed terms.
Agency Agreement:	Agreement between Pivotal Education and the Education Agent including the Schedules.
CRICOS:	Commonwealth Register of Institutions and Courses for Overseas Students.
ESOS Act:	Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
ESOS Regulations:	Regulations made pursuant to the Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
National Code:	National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students.
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.
Relevant Legislation:	The ESOS Act 2000 (Commonwealth) The ESOS Regulations 2019(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 2018

Student:	A person who holds an Australian Student Visa and is an 'Overseas Student' as defined by the ESOS Act.
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