

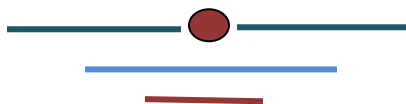


Westminster College

Education Agent Handbook

And

Induction Guide



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Welcome Message

Dear Valued Agent

Westminster College produced this Agent Handbook and Induction Guide to help you understand and comply with duties and responsibilities as our Education Representative Agent

This Manual is prepared for approved agents. Changes made in our marketing material will be communicated to you by e-mail. The marketing personnel will communicate to you in regard to such changes.

In this document, an ‘Agent’ is defined as a person &/or company that has been approved by **Westminster College** to assist with the marketing and promotion of **Westminster College** and its courses and with the recruitment of bona fide students into respected courses .

Westminster College

Website: www.westminster.nsw.edu.au

Education Agents

All potential Westminster College students are referred to Education Agents who have access to all information available on the College website. Students who contact the College direct are referred to an appropriate agent.

Westminster College is responsible for the actions of all agents marketing College courses. The College will ensure that agents market the College services and products honestly and provide accurate information to students.

The College will not accept overseas students from any agent if:

- the agent engages in dishonest practices;
- makes false or misleading comparisons with any other provider or their courses;
- makes inaccurate claims of association with other providers or organization;
- facilitates the enrolment of students who do not comply with their visa requirement;
- engages in false or misleading advertising and recruitment practice; or
- uses PRISMS for other than bona fide students or provides immigration advice where not authorised by the Migration Act, 1958.

It is the policy of Westminster College to interview all prospective agents and provide each agent with a detailed written agent's contract, certificate, full College and course information and legislative information. The agreement will include responsibilities of the agent, Westminster College and the requirement to meet the provisions of the National Code.

The agent's activities will be monitored and the College will review the practices and procedures of agents with the intention of terminating an Agent's contract if information suggests that the agent is acting inappropriately.

Agent Review by the College

The agent must agree to meet with College at regular interval to undertake a College review of agent practices and procedures. The agent is to provide evidence and documentation covering all marketing, sales and recruitment activities undertaken as an agent of the College. The agent must accept the right of the College to disagree with and stop and activity that is considered by the College to be non-compliant with legislation,

College requirements or agreed terms and responsibilities. If such activities are continued the College reserves the right to terminate the Agent's contract immediately.

Procedure

1. Westminster College, through written policies and procedures, ensures the integrity and practices of approved agents and that their representation of the College to international students is both honest and professional;
2. Westminster College strives to have represented on its behalf approved agents from different market sectors both domestically and internationally;
3. An Agents Contract is signed and Certificate issue;
4. Agents activities are monitored;
5. Agents meetings conducted; and
6. Corrective action entered into or contract terminated.

Statement

Westminster College committed to provide high quality training and Assessment services and courses

We believe that our services enrich people's lives and provide outstanding Student and client service.

We focus in areas of Accountancy training field and Management. We acknowledge and implement high standards of ethics and integrity.

Westminster College strives for its student Service, customer Service and highly trained industry oriented Academic Staff.

Representative Agent

Appointment

In order to be eligible for representation, education agents must provide the following information:

- Agent Application Form
- Company information
- Certificate of Registration
- Reference letter .
- Migration Registration.
-

Agents must maintain a high standard of marketing and advertising integrity in recruiting students for Westminster College.

Sound knowledge of legislation that regulates international education in Australia. This includes the *ESOS Act*, the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students ('the National Code 2007')*, Department of Immigration And Citizenship (DIAC) & Department of Education, Employment and Workplace Relations (DEEWR) requirements for overseas students and the ASQA requirements .

Westminster College strongly encourages all its agents to undertake professional development. Preference will be given to agents who have completed such a course. However, this does not guarantee eligibility for representation as all other criteria must be met.

Induction

An induction session college and the agent will take place at the college premises. On induction day the following information will be shared.

During induction, you will receive an Agent Agreement. Discussion of Agent Code of Ethics and other information in this handbook. Other information include:

1. Student Handbook.
2. Course Profiles.
3. Recognition of Prior Learning/ Exemption.
4. Student Resources
5. Accommodation options for students.
6. Student Visas
7. Attendance Policy and procedure
8. Academic Policy/ Procedure/ Intervention.
9. Student Support Services
10. Tuition Fee payment information.
11. Agent Induction Checklist completed.
12. Student Application Form.
13. Refund Policy.

14. Offer letter and fee Course fee structure.
15. Student Agreement.
16. Student File contents.
17. Agent Commission.
18. Change of details

Agent Monitoring

Westminster College reviews the practices and procedures of authorised agents annually by undertaking Agent Review, agent performance and Agent feedback.

Westminster College will do agent feedback from students. This will be done annually. This feedback form will be acted upon at Staff Meetings. Continuous Improvement form filled for any improvement sought.

For major or continuing non-compliance inappropriately, Westminster College will terminate the authorisation granted to the agent to represent **Westminster College** and notify (Migration Agents Registration Authority - MARA) and students involved.

Performance to **Westminster College** satisfaction successfully enrolled at least 1 students per intake, the authorisation to represent **Westminster College** may be suspended or cancelled for non performance. In the event of **Westminster College** being unable to accept students due to reasons beyond its control, such consideration will be taken into account when performing the monitoring/review.

Agent review

Representative agents Agreement will be reviewed annually. The following will be used in the review.

- Agent review interview conducted and any negative findings acted upon at the staff meetings.
- Student Feedback form done for the agents. Negative findings acted upon at the staff meetings.
- Agents number of student placements into courses to be reviewed. The review will enable us to reduce the number of Student placements or increase. If the Agent not performing, Westminster College will reconsider not identifying identifying them as potential Agent. Non performance will terminate the Agency Agreement.

Complaints

Westminster College welcomes complaints made in regard to the Representative Agents. Once Westminster College receives the Complaints the following measures will take place:

- Determination of the nature of Complaint.
- The significance of the complaint.
- Genuineness of the Complaint.
- Parties to the complaint.

Resolution of the Complaint will take place internally. The complaint made will be investigated and appropriate Action taken. Westminster College will choose to terminate the Agency Agreement where the complaint refers to misconduct on behalf of the agent.

Professional Development

Westminster College will do inhouse Professional Development once a year. This will take place Westminster College premises. The topics for the PD will cover the Areas of Student Recruitment practices, student visas, National Code and the ESOS Act.

Westminster can choose external speaker for this purpose.

Advertising Guidelines

- **Westminster College's** approval prior to the release of any advertisements, promotional materials, use of **Westminster College's** legal and trading names as well as **Westminster College** logo.
- In any advertisement promoting **Westminster College**, only **Westminster College's** legal name or trading name must be used.
- No reference may be made in any advertisement or material promoting **Westminster College** to a competing provider or the courses it conducts.

- Qualifications must be listed using their correct and complete titles (e.g. “Advanced Diploma of Accounting”), including the actual qualification level and the NTIS course (e.g. “FNS60204”) / qualification code (e.g. “CRICOS Code 02766D”). All such information features in **Westminster College’s** marketing materials.
- Agents must ensure that advertised course fees and payment structure is accurate and correct as stipulated by Westminster College. **Agents are strictly forbidden to offer discounts on Westminster College’s tuition fees.** This includes offering percentage discounts, percentages of agent’s commission and any discounts.
- Advertising and promotional materials must be undertaken in a professional and ethical manner, maintaining the integrity and reputation of Westminster College and the education industry.
- Advertising and promotional materials must not give false, ambiguous or misleading information or advice in regards to:
 1. claims of association between providers
 2. the employment outcomes associated with a course
 3. automatic acceptance into another course
 4. possible migration outcomes
 5. any other claim relating to **Westminster College**, its course or outcomes associated with the course

Agent must provide accurate and complete information to students before enrolment with **Westminster College**.

Should **Westminster College** have evidence or reasonably suspect that an agent is breaching the above-mentioned guidelines, it reserves the right to immediately suspend or cancel the authorisation of that agent to represent **Westminster College**.

Tuition Fees

Agent must comply with the conditions for Payment of Fees.

Initial payment

Student payment plans appear on the Letter of Offer.

1. Student total course duration is more than 24 weeks, 1st instalment of 50 per cent of upfront pre-paid tuition fees will be collected by Westminster College.
2. Student total course duration more than 24 weeks, 2nd instalment the remaining 50 per cent of outstanding tuition fees will be collected by Westminster College 2 weeks before the start of the second study period.
3. The Student tuition fee will be held into Overseas Student Holding account and will be transferred into Cash Management once student commences.
4. Refunds refer to the our college refund policy which is on the offer letter kit, and International Student Application form. Website: www.westminster.nsw.edu.au

5. For tuition fee information , refer to Course profiles. Other fee information also contained within the Application form .

The initial payment is the *only payment* that can be accepted by agents. Agent must provide clients with a receipt when accepting money. The initial payment must be paid in full before the due date on the Letter of Offer to ensure a place.

When a payment is forwarded to Westminster College, the agent must state the student name, student ID, method of payment, amount of payment, date of payment/transfer as well as any reference numbers immediately after the transaction. If a payment for more than one student is forwarded at once, agent must clearly identify the amount of money payable for each student in their communication.

Delays in forwarding those details to Westminster College may result in delays from **Westminster College** to process future commission claim(s).

No agent commission is to be deducted from the initial payment amount

For information on payment options, visit our website www.westminster.nsw.edu.au.

When the student's payment has been processed, you will be emailed a tax receipt outlining the payment received and the student payment schedule.

Subsequent payments of fee

All subsequent payments on the payment plan are to be paid directly to **Westminster College** from the student.

When the student's payment has been processed, Westminster College will provide the student with a tax receipt outlining the payment received and the remaining payment plan.

Please note that no agent's commission will be paid without complete student payment.

Remuneration for Agents

Agent must comply with the conditions for Remuneration for Agents or **Westminster College** reserves the right to withhold commission payment(s), charge extra administration fees &/or restrict services until corrective actions are undertaken, resulting in agent's compliance.

Agent Commission

No agent commission is to be deducted from the initial payment amount or any subsequent student payments.

Agent must provide **Westminster College** with a correct invoice for the agreed commission amount after each installment date according to the student's payment schedule.

If the student payment is made in full according to the payment schedule, **Westminster College** will remit agreed commission within 28 days.

Westminster College will remit the first installment of the agreed commission within 28 days of the student starting their course.

Payment of installment must be made in full by student in order for agent to claim commission payments. **Westminster College** will not process commission claim for partial payment of instalment. The instalment structure, amount and due dates are all clearly displayed in the students letter of offer and tax receipts.

Westminster College will not pay any commission to any agent should the overseas student enrolled not be granted a visa.

Commission payment cannot be transferred towards the payment of another student-client.

Agent Invoices

Agent must provide **Westminster College** with a correct invoice for the agreed commission amount after each installment date according to the student's payment schedule.

Agents must provide **Westminster College** with correct invoices for Agent Commission, and include the following information:

1. Student-client ID, full name and date of birth
2. Name of the course
3. Amount of the instalment paid (full amount)
4. Percentage deducted (on tuition fees only)
5. Amount to be paid by **Westminster College**

These details must appear for *each student* if agent is claiming commission for more than one student-client.

Commission for Agents is only calculated on the tuition fees. **Agents are not to claim commission on administration fee (enrolment fee), compulsory costs, OSHC or any other non-tuition fee items.**

Education Agents and Immigration Advice

It is necessary for individuals to be registered as migration agents by the Migration Agent Registration Authority (MARA) in order to provide immigration advice to others.

Reference Checks by Other Educational Institutions

Westminster College will only consider acting as a referee to agents who have successfully completed a minimum six (6) month probation period.

Student Recruitment & Enrolment

Student Recruitment

Agents must provide prospective students with accurate information about Westminster College's courses, fees, payment procedures, services, resources, terms and conditions of enrolment and the regulations and guidelines applicable to students.

Agents are strictly forbidden to offer discounts on Westminster College's tuition fees. Such practice is a serious breach of **Westminster College** Agent Agreement and may result in **Westminster College** canceling the agent agreement with immediate effect.

Agent must provide accurate and complete information to students before enrolment with **Westminster College**, including:

1. the requirements for acceptance into a course.
2. the course content and duration, qualification offered if applicable, modes of study and assessment methods.
3. campuses locations and general description of facilities, equipment and learning and library resources available to students.
4. relevant information on living in Australia, including indicative costs of living and accommodation options.
5. indicative course-related fees including advice on the potential for fees to change during the student's course or part of the course and applicable refund policies.
6. information about the grounds on which the student's enrolment may be deferred, suspended or cancelled.

Documents

In order to enrol potential students with **Westminster College** agents must use and submit the latest versions of **Westminster College's** enrolment form duly filled in with the necessary supporting documentation such as qualifications and proficiencies. Note that it is the duty and responsibility of the agent to make sure that they are in possession of the latest enrolment form available. **Westminster College** will supply all college, course and other pre-enrolment information and adequate marketing materials for use by the agent.

Agents are responsible for providing accurate information to **Westminster College** (e.g. student full name, address, date of birth, etc.). This information will be used to issue a letter of offer and possibly an electronic confirmation of enrolment (eCoE). **Westminster College** advises agent to double-check information using the student passport, IELTS test or other formal documentation against the information filled in the application form.

It is important to note that the full name in the application form must reflect the name in the passport. No alteration(s) in the student name or date of birth can be made if this is not reflected in the passport or alternatively in documentation bearing official governmental or departmental stamp of the country of citizenship.

Westminster College reserves the right to refuse an application, should an outdated version of the application form be used or provided without any supporting documentation.

All supporting documentation sent to **Westminster College** must be validated by the agent. **This means that the agent is responsible to sight the original document prior to providing a copy to Westminster College.** Agent must declare that the original document has been sighted by them. Declaration can be made under the following means:

1. Hand written by the Agent, or
2. Custom-made stamp

Each declaration must include the name of the person validating, his/her signature and the date of validation.

Westminster College reserves the right to refuse an application, should supporting documentation not be validated by the agent.

Agents must confirm available placement prior to recruiting any student.

Enrolment application must be signed by the applicant or by his/her approved agent if he/she is permitted to do so by the student (Agent may need to enter into a contract with their students in order to sign on their behalf).

Westminster College reserves the right to refuse an application, should it be provided without any signature.

Note that students-clients are entitled to apply for their initial enrolment with more than one approved agent and ultimately choose the agent they feel will best represent their interests.

Payment

Once a student has made the initial full payment of their first instalment, **Westminster College** will not allow a student to change their agent unless:

1. **Westminster College** receives a written release letter from the primary agent, or
2. **Westminster College** finds out or reasonably suspects that an agent is engaged in dishonest practices, facilitating the enrolment of students who do not comply with their visa requirements or engaged in false or misleading recruitment practices.

Note that point 2 will result in an immediate cancellation of the authorisation of that agent to represent Westminster College.

Agents must affix their company stamp (or write their company name) on the application form. Failure to do so may result in the student being considered as a direct enrolment, therefore resulting in the Agent not receiving commission.

Letter of Offer

Upon receipt of a valid and complete application with valid supporting evidence, **Westminster College** will issue agents with a Letter of Offer.

Note that receipt of a Letter of Offer alone does not guarantee entry to **Westminster College**. It is considered only as a provisional acceptance letter!

Should a starting date be unavailable, **Westminster College** reserves the right to reject a Provisional Acceptance Letter or defer the starting date mentioned on it.

Student Enrolment/CoE

For an eCoE to be issued, agents must ensure that Westminster College is in receipt of the whole amount of the first instalment, the tuition fees, material fee OSHC upto course duration (if applicable). Also a copy of a valid passport and a valid visa (for onshore students) must be provided.

Moreover, entry requirements for vocational courses must be met. The requirements cover areas, such as English proficiency, academic requirements, schooling pre-requisite and visa status if applicable. Entry requirements are clearly displayed on its application form.

As provisional acceptance letters have a validity of 7 days only, Agents must immediately transfer payments received from students-clients to enable **Westminster College to issue an eCoE in the shortest time frame possible**.

Westminster College recommends agents encourage onshore clients-students to avoid paying at the last minute as such practices often create a backlog with our enrolment department, especially during the week prior to intake dates. **Westminster College** would like payments for onshore students to be made within 7 days after reception of the Letter of Offer. It is important to note that delay in payments may occur one of the followings:

1. Clients-student loses his/her seat for the course enrolled in, or
2. A 20% dishonor fee will be charged on the top of the tuition fees

After the eCoE has been created for an international student , a fee of \$AU50 per eCoE is payable to **Westminster College** if any of the details on the eCoE need to be altered and a new eCoE needs to be issued because of an error or change in the enrolment information submitted to **Westminster College** in relation to the student

Student Cancellations and Refunds

Please refer to our current prospectus for information on **Westminster College [Refund Policy and Procedure](#)**.

If the Agent has received commission from **Westminster College** and requests a refund on the behalf of a student, the Agent must return the commission payment to **Westminster College** before a refund request can be processed.

Change of tuition fees

1. Existing students will pay the same fee at time of enrolment until completion of the same course.
2. Students to whom a letter of offer and invoice has been issued for a course to start will be allowed to enroll at the same price unless the letter of offer's validity has expired.
3. If a letter of offer's validity has expired and the student or his/her representative requires new letter to be issued, a new letter of offer with the new fee structure will be issued.
4. Students to whom a eCoE has been issued for a course to start will be allowed to pay the same fee at time of enrolment until completion of the same course.
5. If an eCoE's validity has expired or the student or his/her representative requires a new eCoE to be issued (e.g. postponing a course start date), a new eCoE with the new fee structure will be issued.
6. Agent will be informed in writing (e.g. e-mail or letter) of the new fee structure in order to adjust any pre-approved internal marketing material related to the promotion of **Westminster College** and its courses.
7. All **Westminster College** promotional material will be amended or appended when possible (e.g. it may not be possible to dispose immediately of brochures because of price change) and distributed to agents &/or potential students accordingly.
8. **Westminster College** website will be amended as soon as practicable to indicate the change.

Agent Support & Contacts

Dispute Resolution

A dispute occurs when two or more staff or persons are in conflict and cannot find a solution to resolve the issue. We will always encourage all persons to discuss the situation and try to come to some agreement. However, if not possible, then the following procedure is followed.

The aim of the dispute resolution procedure is to address disputes promptly, fairly and objectively and to encourage those involved to agree on an action plan to resolve the issues by:

- Identifying the work related problem and the persons involved
- Discuss the problem with the Marketing Manager
- Agree on an objective member of staff or management to act as facilitator and arrange a meeting to resolve the issues. A report, outlining the agreed action plan, is to be completed by the facilitator and filed as necessary

Agent Support

Education agents are often the first point of contact between Westminster College and intending students and their parents. **Westminster College** has the responsibility to provide adequate support to its approved agents in order to ensure that its reputation and the reputation of Australian education and training is preserved or enhanced.

Westminster College must ensure that its agents have access to up-to date and accurate marketing information.

Westminster College must ensure that agent enquiries are answered within a reasonable period of time

Course Profiles

The course content and duration, qualification offered if applicable, modes of study and assessment methods, campuses locations and general description of facilities, equipment and learning and library resources available to students.

Relevant information on living in Australia, including indicative costs of living and accommodation options.

Indicative course-related fees including advice on the potential for fees to change during the student 's course or part of the course and applicable refund policies.

Information about the grounds on which the student's enrolment may be deferred, suspended or cancelled.

Useful Resources & Contacts

Department of Immigration And Border Protection(DIBP) <http://www.border.gov.au>

Department of Education, Employment and Workplace Relations (DEEWR)

- Study in Australia <http://studyinaustralia.gov.au>
- CRICOS <http://cricos.deewr.gov.au>
- Australian Education Online <http://aei.gov.au>
- ESOS legislation <http://aei.gov.au>
- The National Code 2007 <http://aei.gov.au>
- <http://www.training.gov.au>
- Migration Agent Registration Authority (MARA) <http://www.themara.com.au/>
- Australian Skills Quality Authority <http://www.asqa.gov.au/>
- Online free-access resource for Australian legal information <http://www.austlii.edu.au/austlii/>
- Online training course for education agents <http://eatc.pieronline.org/>

Agent Code of Ethics

Integrity and Respect

Agents working with **Westminster College** will

1. Conduct themselves with integrity, dignity and professionalism during the course of business and when interacting with Westminster College's staff and students.
2. Agents will not behave in a manner that is detrimental to the well being of students or Westminster College personnel.
3. The staff of Agents will not have any student currently studying at Westminster living in their home whether or not this is in exchange for any sort of reward, nor will they engage in intimate relations with any student currently employed by **Westminster College**.
4. Westminster College promotes an environment free of discrimination and harassment, not tolerating or inflicting physical or verbal assault or sexual harassment in the workplace in any form. Harassment is a discriminatory practice that is unlawful under the Australian Equal Opportunity Act 1973. Actions such as physical or verbal assault or sexual harassment are considered serious misconduct and may result in Evolution terminating your Service Agreement.

Student Consultations

Agents associated with **Westminster College** will:

- Treat Students with respect and courtesy.
- Not conduct themselves in a bias manner toward fellow colleagues and customers for the purposes of gaining unfair privileges or benefits.
- Comply with the Australian Equal Opportunity Act 1973 and will not discriminate or treat any other person unfairly based on their gender, race, sexual preferences, age, disability or any other reason that could be seen as unfair.

Code of Conduct

In the event that an agent is in serious breach of this code of ethics, **Westminster College** reserves the right to terminate their Service Agreement and in the event of an illegal breach or negligence, take any lawful actions deemed necessary. MARA and or DIAC informed for such breaches.

Student placements into a Course

1. Provide student with all pre-enrolment information
2. Contact **Westminster College** for availability of place
3. Forward Completed application form with supporting documentation
4. Check accuracy of letter of offer (name spelling, date of birth, etc.) when received
5. Forward letter of offer to student and student signing Student Agreement .
6. Collect tuition fee and provide student-client with a receipt or advise student of alternative methods of payment
7. Forward full payment of tuition fee to **Westminster College** , payment/transfer details
8. Check accuracy of eCoE (name spelling, date of birth, start and end dates, etc.) when received
9. Student to retain a copy of student Agreement and e CoE.

Marketing Materials

Complete a 'Marketing Material Order Form' **Error! Hyperlink reference not valid..** Alternatively, by e-mail or by phone:

- enquiries@westminster.nsw.edu.au
- +61 (0)92646144

Review your Agent Agreement

Contact **Westminster College** marketing manager.

Westminster College actively seeks your feedback and regularly undertakes Westminster College of all courses and activities to continually improve. We monitor compliance with the ASQA with NVR and CRICOS standards and our policies and procedures through the use of evaluations at the completion of courses. Continual improvements will be done following any identification of Non Compliances.

Declaration

This Declaration must be signed and returned to your Induction Officer upon Induction.

I acknowledge reception of the Agent Handbook and I have read all of its content.

I have fully understood the content of this Handbook and I have also undergone an Agent induction.

.....
Agent Full Name (in block character)

.....
Name (in block character)

.....
Signature

.....
Date