

Bush Tukka Pty Ltd-- T/A--Adelaide Culinary institute(ACI) -- Adelaide Construction institute (ACI)

ACI Use only			
ASQAnet Updated		Date	
PRISMS Updated		Date	

Agency Agreement

Bush Tukka Pty Ltd
RTO 45797 CRICOS 03978F

T/A

Adelaide Culinary Institute (ACI)
Adelaide Construction Institute (ACI)

Telephone: 08 7001 6145 Email- admissions@culinaryadelaide.sa.edu.au

Dated: 23/10/2025

Parties to the Agreement- This Agreement is made between:

Between

Bush Tukka Pty Ltd T/A Adelaide Culinary Institute AND Adelaide Construction Institute (ACI)

ABN: 88627373586 ACN:627 373 586

Telephone: 08 7001 6145 Mob. 0401 741 018

Address: Level 10 west, 50 Grenfell street Adelaide 5000

www.culinaryadelaide.sa.edu.au

admissions@culinaryadelaide.sa.edu.au

CRICOS Provider Code:03978F RTO ID: 45797

And

Agent company name:	
(ABN/Company Registration Number)	
Address:	
Email	
Contact numbers:	

ACI Use only - Commission %
% Commission on tuition fees (plus GST if applicable)
Agent Endorsement: YES / NO
Agreement Start Date:
Agreement End Date:
ACI Signature:
Date:

Purpose

- The purpose of this Agreement is to formalise the appointment of the Agent to represent ACI in the recruitment of suitable and genuine overseas students to study at ACI.
- This Agreement reflects the requirements of the Education Services for Overseas Students (ESOS) Act 2000, the National Code of Practice for Providers of Education and Training to Overseas Students 2018, and the Standards for RTOs 2025.
- The countries/regions covered by this agreement are:

- The term of this agreement is 1 year from the date of the agreement.

Both parties acknowledge their shared responsibility for ensuring student outcomes, compliance, and ethical conduct in recruitment.

The term of this Agreement shall be one (1) year from the date of full execution, unless terminated earlier in accordance with the provisions of this Agreement.

Engagement of the Agent

- ACI engages the Agent to recruit suitable prospective students in the countries specified above for the term of the agreement.
- This is a non-exclusive agreement. ACI may appoint other agents in the countries/regions specified.

- c) This agreement is only for the countries/regions as listed above. If the Agent wishes to expand its services to other countries/regions, this can only be done with the consent of ACI and amendment to the agency agreement.

Responsibilities of the Agent

a) Under this Agreement the Agent must:

- i. Promote ACI and its courses in the countries/regions specified;
- ii. Recruit and assist in the recruitment of prospective students to undertake courses at ACI in accordance with the policies of ACI;
- iii. Provide prospective students with any necessary information required under the ESOS Act including information about the courses, facilities and services of ACI; and
- iv. Assist in completing and submitting application forms to ACI.
- v. Comply with ESOS Standard 4:
 - o Avoid and disclose any conflicts of interest (via Enclosure 1).
 - o Act honestly, fairly, and in the best interests of students.
 - o Demonstrate current knowledge of the Australian international education system and the Agent Code of Ethics.
 - o Provide accurate, updated information about ACI's courses, facilities, services, and fees.
- vi. Support SRTO 2025 outcomes:
 - o Ensure prospective students undertake Language, Literacy, Numeracy and Digital (LLND) checks where required.
 - o Provide only genuine applications aligned with course outcomes.
 - o Cooperate with ACI's self-assurance, audit, and continuous improvement processes.
- vii. Monitoring and data reporting:
 - o Submit evidence of student visa outcomes, enrolment progression, and retention.
 - o Cooperate with quarterly performance reviews.

b) In performing these services, the Agent must:

- i. Act honestly and in good faith, and in the best interests of the student;
- ii. Declare in writing (**Enclosure 1**) and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider;
- iii. Must terminate any agreement with an employee or contractor if the Agent becomes aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student

where this clearly conflicts with the obligations of registered providers under National Code or any of the other dishonest practices outlined above.

- iv. Promote ACI with integrity and accuracy and recruit prospective students in an honest and ethical manner;
- v. Inform prospective students accurately about the requirements of ACI using only material provided or approved by the college;
- vi. have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics ([Click](#));
- vii. Take reasonable steps to confirm the accuracy of information provided by prospective students in the application;
- viii. Ensure that only signed and completed applications are submitted to ACI;
- ix. Ensure that relevant fees, charges and supporting documentation accompany each application and acceptance of offer documents;
- x. Provide any offer documents received from ACI to the prospective student within 48 hours of receiving the offer documents; and
- xi. Only undertake promotional and marketing activities involving ACI that have been approved by ACI.

c) As per the requirements of the ESOS Act, the Agent must not engage in dishonest practices, including:

- i. Recruiting or attempting to recruit a student currently studying with another Australian education provider;
- ii. Suggesting that a student come to Australia on a student visa for any reason other than for full time study;
- iii. Facilitate the enrolment of students who the Agent believes will not comply with the conditions of their student visa;
- iv. Use PRISMS to create an eCoE for other than Bonafide students; or
- v. Provide prospective students with immigration advice unless the agent is a separately registered migration agent (Migration Act 1958).

d) The Agent must not:

- i. Engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education providers, their courses or inaccurate claims regarding any association between ACI and any other education providers;
 - ii. Facilitate applications to students who do not meet the visa criteria or make any guarantees about the likelihood of obtaining a student visa;
 - iii. Give false or misleading information relating to course fees payable or acceptance into a course;
 - iv. Receive or bank course fees payable to ACI by a prospective student or deduct any fees from the amount payable by the student to ACI;
 - v. Commit ACI to accept any prospective student into a course;
 - vi. Use or access PRISMS without the prior written consent of ACI;
 - vii. Sign or encourage others to sign official documents, such as the application form, on behalf of the prospective student; and
 - viii. Submit an application to ACI on behalf of a student if the Agent is aware the prospective student has applied to another education provider.
- e) The Agent must ensure that all staff of the Agent and any sub-contractors of the Agent are aware of the requirements of the ESOS Act.
- f) Unless ACI agrees otherwise in writing, the cost of advertising and promotional activities undertaken by the Agent will be borne by the Agent.
- g) The Agent must provide accurate and factual responses to information requests from the National VET Regulator relevant to the delivery of services and co-operate in the conduct of audits and the monitoring of its operations National VET Regulator.

Confidentiality and Transparency

a) The Agent must:

- i. observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students;
- ii. keep all information provided by ACI confidential other than that which is needed to perform the Services in accordance with this agreement; and
- iii. keep the terms of this Agreement confidential.

b) ACI may disclose information about the education agent to Commonwealth or state or territory agencies under the following circumstances:

- i. ACI believes or reasonably suspects that the Agent is negligent, careless or incompetent or is engaged in false, misleading or unethical advertising or recruitment practices.
- ii. ACI has received a written request for information from Commonwealth or state or territory agencies.
- iii. During the conduct of audits and / or monitoring of ACI operations by the National VET Regulator; and
- iv. Where there is a statutory obligation to do so such as Section 4.1 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Agent's Fees

a) The fees payable (commission%) are set out on page 2

b) Subject to the provisions of this clause, ACI must pay the Agent's fee for each student who:

- i. is recruited by the Agent;
- ii. is enrolled in a course by the agent;
- iii. has paid the course fee to ACI; and
- iv. has commenced the course and has had 2 weeks of satisfactory progress and attendance.

c) For the purposes of this Agreement, the Agent is regarded as having recruited the student under this agreement if the Agent submits the student's application for enrolment that application also bears the agent's name and has received the offer letter.

d) An Agent's fee is not paid where a prospective student applies directly to ACI.

e) No Agent's fee is payable unless the Agent has submitted an invoice and is approved by ACI.

f) ACI will use its best endeavours to pay the commission fees payable under this clause within thirty (30) calendar days of receiving a valid invoice from the Agent. Where ACI requires a payment plan, the Agent must agree to a monthly payment plan consisting of a minimum of five (5) instalments

Commission and Payment

Commission will be % as on page 2, on tuition fees only.

- Commission is only payable once:
 - The student has commenced their course.
 - ACI has received the first tuition payment in full.

No commission is payable for:

- Non tuition fees, material charges or administration fees
- Visa refusals
- Misleading/incomplete applications.
- Students withdrawn, transferred, or enrolled through unethical recruitment.

Eligibility for Commission

- Commissions are only payable for course(s) directly referred by the agent.
- No commissions shall be payable for any subsequent course(s) in which the referred student enrolls with the institution, unless otherwise agreed in writing.

Commission Rates

- The commission rate for each course shall be as specified of this Agreement (or as otherwise notified by the institution).
- The institution reserves the right to amend commission rates with 30 calendar days' written notice to the agent.

Payment Terms

- Commissions will be calculated based on tuition fees received by the institution from the referred student.
- Payment will be made within 30 days of the institution receiving the invoice.
- All payments are in Australian Dollars.
- If applicable, All overseas bank/transfers charges are to be paid by agent
- Agent must be registered for GST to claim GST
- ACI will use its best endeavours to pay the commission fees payable under this clause within thirty (30) calendar days of receiving a valid invoice from the Agent. Where ACI requires a payment plan, the Agent must agree to a monthly payment plan consisting of a minimum of five (5) instalments

Clawback / Refunds

- If a referred student withdraws, defers, or does not pay tuition fees, the institution reserves the right to adjust or recover commissions previously paid to the agent.
- Any overpaid commissions due to student withdrawal or non-payment must be repaid by the agent within 14 Calendar days of notice from the institution.

Record-Keeping and Reporting

- The agent must maintain accurate records of all student referrals and provide such records to the institution upon request.
- The institution may audit agent records to ensure compliance with this Agreement.

Exclusivity of Payment

- Commission payments are exclusive to the agent who made the referral. Multiple agents referring the same student will not be eligible for duplicate commissions.

Assignment and Sub-contracting

- The Agent must not assign this Agreement or any right under this Agreement without the prior consent of ACI.
- Apart from sub-contractors listed in this Agreement, the Agent must not sub-contract to any person the performance of any of its obligations under this Agreement without the prior consent of ACI.
- Despite any sub-contract, the Agent remains liable for performing its obligations under this Agreement.

Monitoring of Agent's activities

- The Agent must participate in a range of activities to review the performance of the Agent. These activities may include but are not limited to:
 - A regular review of the Agent's performance, to be undertaken at least every four months at the discretion of ACI including a record of inquiries and outcomes;
 - Spot checks to be undertaken by representatives of ACI both at the agents premises and at promotional events; and
 - A survey of students recruited by the Agent.

Corrective Action

a) If at any point during the term of this Agreement, ACI believes or reasonably suspects that the Agent is negligent, careless or incompetent or is engaged in false, misleading or unethical advertising or recruitment practices, the Agreement may be terminated under the terms set out below in clause 10.

b) Where behaviour of the Agent is of a less serious nature and does not involve false or misleading recruitment practices, ACI may decide at its discretion to engage in alternative corrective action with the Agent. These alternative corrective actions may include but are not limited to:

- Remote performance counselling;
- On-shore training for the Agent; and/ or
- Requiring the Agent to complete the AEI on-line Agent Training Course.
- Written warnings.
- Mandatory compliance training.
- Probation with reduced commission.
- Termination of Agreement for serious breaches.
- ACI must report termination of an agent relationship in PRISMS.

Terminating this agreement

a) Either party may terminate this Agreement at any time by giving the other party 30 days' notice in writing.

b) If the Agent breaches any part of this Agreement, ACI may terminate the Agreement at any time and with immediate effect by giving written notice to the agent.

c) If the Agent breaches any part of 3(c), ACI will immediately terminate the Agreement with immediate effect by giving written notice to the agent except where the breach of 3(c) was on the part of an individual employee or sub-contractor of the Agent and the Agent has terminated that relationship.

d) On termination of this agreement, the Agent must:

- Submit all applications and fees from prospective students received up to the termination date; and
- Immediately cease using any advertising, promotional or other material supplied by ACI and return all materials to ACI within 30 days.

e) The termination of this agreement by either party does not affect any accrued rights or remedies of either party.

Dispute Resolution/Mediation

- a) In the event of any grievance or disputed decision the Agent is able to access ACI's Complaints and Appeals Policy.
- b) If the matter cannot be resolved through use of ACI's Complaints and Appeals Policy see 14(b).

Entire Agreement

- a) This agreement and its schedules:
- i. constitutes the full agreement between the parties as to its subject matter; and
 - ii. in relation to the subject matter replaces and supersedes any prior arrangement or agreement between the parties.

Variation

- a) This agreement supersedes any previous agreements between the parties.
- b) This agreement may only be varied in writing, signed by both parties.

Responsibilities of ACI

ACI must:

- Ensure regular monitoring of the Agent's activities through audits, student surveys, and PRISMS reporting.
- Take corrective action or terminate agreements if the Agent engages in misleading, unethical, or non-compliant practices.
- Publish a list of active education agents on its website and ensure details are entered and maintained in PRISMS as required by ESOS law.14)

Governing Law

- a) This Agreement is governed by and construed in accordance with the law in force in the State of South Australia, Australia.
- b) The parties submit to the non-exclusive jurisdiction of the courts of the State of South Australia, Australia.

Agent Declaration

I declare that I am aware of my responsibilities and understand my obligations under this agreement.

Signed for and or behalf of **Agency** by an authorised officer:

Signature: _____ Date: _____

Name: _____ Position: _____

Signed for and on behalf of **ACI** by an authorised officer:

Signature: _____ Date: _____

Name: _____ Position: _____

Annexes/Attachments

- **Enclosure 1**– Conflict of Interest Disclosure Form
- **Enclosure 2**– Agent Code of Conduct

Enclosure 1 – Conflict of Interest Disclosure Form

This section is to be completed if there is a conflict of interest

Staff-In-Confidence (When completed)

Conflict of Interest - Disclosure Form

Agent's Surname:
Given name/s:
Position:
Location:

Describe the private interests that have the potential to impact on your ability to carry out, or be seen to carry out, your duties impartially and in the interest of ACI and its students.

(Describe your private interests and/or associations)

Describe the expected roles/duties you are required to perform.

(Describe the duties you are required to perform)

The conflict of interest has been identified as: (Please select one of the following)

- ☐ Non-pecuniary interest
- ☐ A real conflict of interest
- ☐ An apparent conflict of interest
- ☐ A potential conflict of interest
- ☐ Pecuniary interest

Staff-In-Confidence (When completed)**Agent Declaration**

I declare that the above details of my private interests are correct to the best of my knowledge and am aware of my responsibilities to take reasonable steps to avoid any real or apparent conflict of interest in connection with my duties and to advise ACI of any relevant changes in my personal circumstances.

Signature:

Date:

ACI Representative

Describe the action proposed to mitigate the real or perceived conflict which has been disclosed and the reasons for the decisions:

The above action has been discussed with the agent and is appropriate to resolve the real or apparent conflict of interest disclosed above.

Enclosure 2– Agent Code of Conduct

AUSTRALIAN INTERNATIONAL EDUCATION AND TRAINING - Agent Code of Ethics

Introduction Australia is committed to ensuring the highest standard of service and care is delivered across its international education and training sector and has a comprehensive international education and training quality framework to support this aim. The Agent Code of Ethics (ACE) is a critical component of this framework and provides a guide to the expected professional behaviour of individual agents and agencies working with Australian international students, parents, providers and fellow agents across the sector. The ACE builds on the London Statement’s ethical framework and provides a set of Australian specific ‘Standards’ for Australia’s education agents. The ACE also aims to support Australia’s education and training providers to meet their obligations under the National Code.

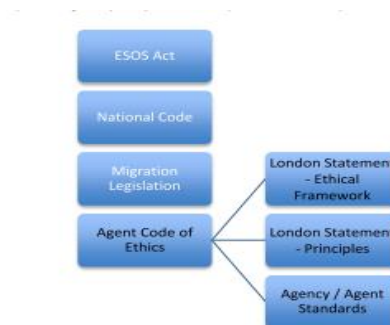
Purpose

The Agent Code of Ethics aims to:

- Outline the principles and expectations of fair and ethical conduct of Australia’s offshore and onshore education agents
- Foster best practice among education agents to assist them to provide quality services to potential and existing international students and partner providers
- Provide assurances on the quality and standard of services provided by education agents recruiting into Australia
- Build on Australia's globally recognised international education and training quality systems to further enhance the reputation of Australia’s education system.

Australian International Education and Training

Australia’s international education and training provides a holistic approach across the sector to ensure the highest quality outcomes for everyone. Agent quality is one component of a comprehensive and integrated quality system.



Education Agent Code of Ethics

Australia's Education Agent Code of Ethics is based on three core elements of:

1. The London Statement's Ethical Framework
2. The London Statement's Principles
3. Australia's Education Agent Standards

1. Ethical Framework

The Australian education and training sector expect education agents to adhere to seven ethical principles, as outlined in the London Statement, that are supported by an underlying ethical framework of:

- Integrity – being straightforward and honest in all professional and business dealings;
- Objectivity – not allowing professional judgment to be compromised by bias or conflict of interest;
- Professional competence and due care – maintaining professional knowledge and professional service, and acting diligently;
- Transparency – declaring conflicts of interest to all clients, especially when service fees are charged to both the education provider and the prospective student;
- Confidentiality – respecting and preserving the confidentiality of personal information acquired and not releasing such information to third parties without proper authority;
- Professional behaviour – acting in accordance with relevant laws and regulations and dealing with clients competently, diligently and fairly; and
- Professionalism and purpose – acting in a manner that will serve the interests of clients and the wider society even at the expense of self-interest; recognising that dedication to these principles is the means by which the profession can earn the trust and confidence of stakeholder groups (individual clients, the public, business and government).

2. Principles

The London Statement Principles promote best practice among education agents and consultant professions that support international students. The Statement of Principles is a unifying set of understandings for the recruitment of students in international education that serve to promote best practice among education agents and consultants. The seven principles are:

Principle 1: Agents and consultants practise responsible business ethics

- Avoiding conflicts of interest
- Observing appropriate levels of confidentiality and transparency
- Acting professionally, honestly and responsibly
- Refraining from being party to any attempt by students or others to engage in fraudulent visa applications
- Acting in the best interests of the student at all times
- Declaring conflicts of interest
- Being transparent in fees to be paid by students and commissions paid by providers
- Providing clear avenues for handling complaints and resolving disputes
- Complying with relevant laws and regulations.

Principle 2: Agents and consultants provide current, accurate and honest information in an ethical manner

- Providing realistic and appropriate information that is tailored to the individual student's circumstances, particularly in relation to language skills, capacity to pay and level of study
- Specifying the rights and responsibilities of the student in the country of destination
- Refraining from claiming a direct government endorsement or privileged relationship with a public official or member of the government where one does not exist; including for example the misuse of national brand logos
- Providing a registration number or other identifier on advertising material
- Using institutions' officially approved material in promoting providers with whom agents have an agreement.

Principle 3: Agents and consultants develop transparent business relationships with students and providers through the use of written agreements

- Signed by the student and the agent
- Signed by the provider and the agent
- Include information on the arrangements put in place by agents and consultants on behalf of the student, such as itemised payment schedules of fees and services, and refund and transfer policies
- Provide details on information provided under Principles 1 and 2, as a means of guiding agents and consultants to give appropriate information to students so that both students and agents understand what has been agreed to maintain student confidentiality
- Are archived in an appropriate manner so that the agreements can be made available to the student or an appropriate authority within a reasonable timeframe.

Principle 4: Agents and consultants protect the interests of minors

- Ensuring that the prospective student has adequate representation and support from a guardian and/or legal counsel during meetings with the agent or consultant and that this is recorded as informed consent before any money changes hands
- Ensuring that the client has the legal capacity to enter into any commitment
- Acting not only in accordance with relevant laws and regulations, but competently, diligently and fairly as befits dealings with minors.

Principle 5: Agents and consultants provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ

- Providing information to students about the accreditations the agents have met, the training they have undertaken, the memberships they hold to professional associations or processes undertaken to become registered and accredited education agents and consultants
- Providing information about themselves that support comparison of qualifications and experience

Principle 6: Agents and consultants act professionally

- Participating in training courses and professional development wherever possible
- Becoming members of professional associations and networks that promote and support best practice in the recruitment of international students.

Principle 7: Agents and consultants work with destination countries and providers to raise ethical standards and best practice

- Sharing information on best practice in the recruitment of international students by education agents and consultants.

Standards

To ensure alignment and equity, Australia's Standards for international education agents mirror the requirements for education and training providers as outlined in the ESOS Act and National Code. The ACE provides a guide to the expected professional behaviour of individual agents and agencies working with Australian international students, parents, providers and fellow agents across the sector. These Standards will be reviewed and updated to ensure continued relevance to the sector. The standards are:

Standard	Element
Organisational Effectiveness	<ul style="list-style-type: none"> • Demonstrates effective organisational governance and appropriate ownership including a well-articulated strategic plan, policies and procedures. • Evidence of relevant and up-to date business licensing and or registration. • Discloses all relevant partnerships, affiliations and agreements are disclosed, including disclosure of sub agent representation agreements and a clearly articulated approach to managing these relationships is in place to ensure compliance with the ACE. • Offers assurance of the organisation's financial integrity and financial systems. • Provides clear and transparent disclosure of recruitment practices and activities including countries serviced
Business Ethics	<ul style="list-style-type: none"> • Demonstrates agency and individual agent adherence to the ethical standards and principles of the ACE. • Discloses any past, pending, threatened or potential litigation, arbitration or administrative actions or other disputes against the agency, CEO or other relevant business associate. • Provides current, accurate and appropriate information to students and offers a commitment to not knowingly providing false or misleading information. • Demonstrates openness and disclosure of any incentives to any party that may influence the student's decisions.
Staff Capability	<ul style="list-style-type: none"> • Demonstrates effective human resource management practices are in place to ensure all • employees and representatives are trained, informed and act in the best interests of clients at all times. • Demonstrates a strong working understanding the Australian education and training system, including all relevant legislation, regulations and information. • Completion of an Agent Training program and or other relevant education and training qualifications or programs.
Agency Recruitment Practices and Standards	<ul style="list-style-type: none"> • Implements considered and targeted marketing practices and ensures honest and accurate communication resources are in place. • Provides appropriate, fair and considered counselling of students including assessing the student's willingness and ability to complete the courses, their understanding of course and provider requirements and awareness of realistic employment and pathway outcomes. • Demonstrates and articulates a clear and fair complaints and appeals process. • Offers transparent and clearly articulated fees and charges including a documented refund policy. • Ensures strict confidentiality of personal information and ensures this information is not shared with a third party unless consent is given.

Australia's International Education Agent Code of Ethics – Overview

Ethics	Principles	Standards
<ul style="list-style-type: none"> • Integrity - being straightforward and honest in all professional and business dealings; • Objectivity - not allowing professional judgment to be compromised by bias or conflict of interest; • Professional competence and due care - maintaining professional knowledge and professional service, and acting diligently; • Transparency - declaring conflicts of interest to all clients, especially when service fees are charged to both the education provider and the prospective student; • Confidentiality - respecting and preserving the confidentiality of personal information acquired and not releasing such information to third parties without proper authority; • Professional behaviour – acting in accordance with relevant laws and regulations and dealing with clients competently, diligently and fairly; and • Professionalism and purpose - acting in a manner that will serve the interests of clients and the wider society even at the expense of self-interest; recognising that dedication to these principles is the means by which the profession can earn the trust and confidence of stakeholder groups (individual clients, the public, business and government). 	<ul style="list-style-type: none"> • Agents and consultants practice responsible business ethics. • Agents and consultants provide current, accurate and honest information in an ethical manner. • Agents and consultants develop transparent business relationships with students and providers through the use of written agreements. • Agents and consultants protect the interests of minors. • Agents and consultants provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ. • Agents and consultants act professionally. • Agents and consultants work with destination countries and providers to raise ethical standards and best practice. 	<ul style="list-style-type: none"> • Agents and consultants comply with this framework and the ACE • Agency demonstrates robust organisational effectiveness • Agency demonstrates strong business ethics • Agency supports staff capability development and ongoing education • Agency demonstrates quality and effective recruitment practices and standards.