



Document: Education Agent's Policy and Procedures		
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1. PURPOSE AND SCOPE

1.1 WIN College (WIN) is dedicated to the selection and collaboration of Agents who exhibit:

- A thorough grasp of students' needs, Australian culture, the education sector, and relevant legislative expertise.
- Thorough familiarity with the nature of WIN and its affiliated providers, including their programs, courses, policies, and prerequisites.
- A commitment to honesty, integrity, and upholding the highest ethical standards.

1.2 The Policy and Procedures implemented by WIN College (WIN) for the Appointment, Monitoring, and Termination of Education Agents has been designed to guarantee strict adherence to all legislative and regulatory mandates set forth in:

- Education Services for Overseas Students (ESOS) ACT (2000) and Regulations;
- National Code of Practice for Providers of Education and Training to Overseas Students 2018; (specifically standards 1, 2, 3, 4 and 7) see <https://www.legislation.gov.au/Details/F2017L01182> for detailed requirements);
- Standards for Registered Training Organisations (RTOs) 2015 See <https://www.legislation.gov.au/Details/F2019C00503>
- Migration Act 1958 and Immigration (Education) Amendment Regulations 2007; http://www5.austlii.edu.au/au/legis/cth/consol_act/ma1958118/notes.html
<https://jade.io/article/250925>
- The Australian International Education and Training Agent Code of Ethics See <https://internationaleducation.gov.au/News/Latest-News/Documents/Australian%20International%20Education%20and%20Training%20-%20Agent%20Code%20of%20Ethics.pdf>
- The Privacy Act 1988 (<https://www.legislation.gov.au/Series/C2004A03712>), and
- Spam Act 2003 (<https://www.legislation.gov.au/Details/C2016C00614>)
- ELICOS Standards 2018 [ELICOS Standards 2018 \(legislation.gov.au\)](https://www.legislation.gov.au/Details/F2018L01182)

1.3. These Policies and Procedures apply to all partners that are a part of WIN Education, namely, Wentworth Institute of Higher Education (CRICOS Code 03279M PRV12063).

1.4 These Policies and Procedures apply to all WIN staff involved in marketing WIN's education programs and courses to international students, the recruitment of students for those programs and courses, and the management and monitoring of WIN's Education Agents.

2. APPOINTMENT OF AUTHORISED AGENTS

2.1. WIN has appointed several approved education Agents to represent its interests in defined areas and will be open to receiving applications from education Agents seeking appointment by signed Agreement as one of its Authorised Agents.

2.2. Appointment of authorised Agents are as follows:

- New Agents are appointed for one year, subject to an annual review. After annual review the Agent may be reappointed for three years subject to a yearly review. If not successful, the Agent will not have their contract renewed.
- A further three-year contract will only be issued subject to a satisfactory end of the contract review.
- No exclusivity is given or implied to the Agent. WIN may engage other Agents to operate in the same territory during the 12-month term if it so chooses.

2.3 All Agents interested in gaining an appointment must comply with the following procedures:

a) Apply via email requesting a WIN Authorised Agent Application Form. Complete and submit. The completion of the form necessitates honesty and precision. A minimum of two referees, preferably from other Australian international education providers, must be provided. All requested supporting documentation must be furnished as attachments.

b) WIN's CEO (or her delegate) will evaluate the provided information and complete the WIN Agent Referee Report Summary, making a provisional assessment of the applicant's suitability for appointment.

c) The two nominated referees will be contacted, and the responses provided included the applicant's documentation. WIN reserves the right to request the applicant to provide additional referees if requested.

d) WIN's CEO (or her delegate) will review all the applicant's documentation and make a final assessment as to the applicant's suitability for appointment as a WIN approved Agent. Reasons will be provided for the recommended appointment (or non-appointment) as a WIN Education Agent. All outcomes/reasons provided will be recorded in the Agent profile.

e) If an applicant is assessed as suitable for appointment, WIN's CEO (or her delegate) will complete the WIN's Agent Agreement, (including all schedules). A pdf copy will be sent to the Agent's head office.

f) The terms and conditions of the Agent Agreement include the Agent accepting responsibility and liability for the actions of any of its sub-Agents.

g) If the Agent accepts the terms of the Agreement, s/he will sign and return the Agreement to WIN.

h) The WIN Marketing Manager will sign the Agreement, and send a copy to the Agent, together with the WIN Authorised Agent Certificate.

i) Details regarding the Agent and the Agreement will be entered on the WIN's Agent's Database, and the Agent's names and relevant information will be published on the WIN Website.

j) The Agent will be able to access all relevant WIN courses and marketing materials through the Marketing Manager.

2.4 Upon appointment, WIN will enter, in accordance with Clause 4.1 of National Standard 4, the details in PRISMS. See <https://internationaleducation.gov.au/regulatory-information/Provider-Registration/Fees-And-Charges/Documents/ProviderUserGuide.pdf> .

2.5 In accordance with Clause 8.3 on reporting third party arrangements in ASQA's "Users' Guide to the Standards for RTOs 2015", WIN will notify ASQA of the Authorised Agent Agreement and the Authorised Agent's details using the online form on the ASQA website.

3. TRAINING OF AUTHORISED AGENTS

3.1 WIN prefers its Agents to have completed the AEI Education Agent Training Course.

3.2 The WIN Marketing Manager will provide newly appointed Authorised Agents with training in:

- the legislative and regulatory requirements relating to international education in Australia;
- Australian requirements for and conditions of student visas;

- WIN policies
- Terms and conditions of their contract
- the programs, courses, administrative procedures, and forms for WIN.

3.3 After such training, the Marketing Manager will identify any possible areas for further Agent training and development, as well as identifying strengths of the Agent. A record will be kept in the Agent's file.

3.4 Wherever possible, Agents will be invited to visit the WIN premises.

3.5 All WIN Agents will be asked to participate in at least one information and training session a year. In addition, when there are legislative, regulative, and/or administrative changes in laws, regulations, policies and procedures pertaining to international students, WIN will provide the information and training necessary to ensure that its Agents remain fully compliant and professional. After each training session, the Marketing Manager (or her delegate) will provide feedback.

4. AUTHORISED AGENTS RESPONSIBILITIES

4.1 Authorised Agents must, in accordance with the terms of WIN's policies and their approved Agent Agreement:

- a. Promote WIN.
- b. Assist in the recruitment of and recruit prospective students to undertake education programs offered by WIN.
- c. Ensure the recruitment for WIN of Genuine Temporary Entrant (GTE) and Genuine Student (GS).
- d. Provide prospective students with all necessary information about WIN Education's programs, facilities, services, policies, and procedures.

- e. Provide prospective students with all necessary information about visa requirements and procedures and living in Australia.
- f. Provide prospective students assistance in completing and submitting application forms to WIN College.
- g. Arrange necessary English language testing of prospective students.
- h. Perform any other services and provide reports or information requested by WIN and/or required by this Agreement.

4.2 In meeting these responsibilities Approved Agents must:

- a. Act in full accordance with the legislative requirements of Education Services for Overseas Students (ESOS) ACT (2000) and the National Code of Practice for Providers of Education and Training to Overseas Students 2018.
- b. Act always in a manner consistent with the Australian International Education and Training Agent Code of Ethics namely:
 - practise responsible business ethics;
 - provide current, accurate and honest information ethically;
 - develop transparent business relationships with students and providers;
 - provide current and up-to-date information that enables international students to make informed choices;
 - act honestly and professionally in the best interests of international students, with objectivity, transparency, confidentiality, and integrity
- d. Uphold the good reputation of WIN and of the Australian international education sector.
- e. Act in accordance with the policies and procedures of WIN and directions given by WIN.
- f. Obtain WIN's prior written approval for all advertising and promotional materials for WIN and their educational programs.

g. Accurately inform prospective students about, and the requirements of, the education programs run by WIN, using only material provided by and/or approved by WIN, including information relating to WIN including:

- course content and duration, qualifications offered, modes of study;
- Facilities, equipment and learning resources;
- minimum English language requirements and educational qualifications required for acceptance into the programs;
- program fees, charges, and refund policy;
- visa requirements which must be satisfied by the student including English language proficiency levels;
- living in Australia, including information about campus location, accommodation, transport and the cost of living;
- relevant policies and procedures, including its Refund policies and procedures.

i. Take reasonable steps to avoid and to declare in writing any Conflicts of Interest with its duties as WIN's education Agent, where such conflicts of interest exist when:

- an Agent charges services fees to both overseas students and registered providers for the same service;
- an Agent has a financial interest in a private education provider; or
- an employee of an education Agent has a personal relationship with an employee of the education provider.

j. Assist prospective students in completing education program applications, taking all reasonable steps to confirm the accuracy of the information provided by prospective students in those applications.

k. Ensure that only completed, signed applications with all required supporting documentation (originals sighted, verified, and stamped) are submitted to WIN.

l. Provide any Letter of Offer and other documents received on behalf of a prospective or existing student from WIN to the student within 24 hours of receiving those documents.

m. Ensure that relevant fees and charges accompany each application and acceptance of offer documents.

n. Assist prospective students in completing visa applications.

o. Provide WIN with market intelligence relevant to the recruitment of prospective students in their Territory.

p. Unless WIN otherwise agrees, bear the cost of advertising and promotional activities undertaken by the Representative under this Agreement.

q. Inform WIN of any change in the Representative's physical address, telephone number, facsimile number, or electronic mail address within five working days of such change.

r. Preserve the confidentiality of:

- all information provided by WIN and prospective and existing students, other than to the extent disclosure is required to perform the Services in accordance with this Agreement, and to the extent, disclosure is necessary to comply with legislative and regulatory requirements; and
- the terms of this Agreement.

s. Terminate any employment, contract or agreement with any employee or Sub-Agent if the Representative becomes aware of, or reasonably suspects, dishonest practices, including engaging in false or misleading practices and the deliberate attempt to recruit a student where this conflicts with the obligations of registered providers under the National Code 2018 or any of the other dishonest practices outlined in this Agreement.

4.3 In meeting these responsibilities, Approved Agents must not:

- a. Engage in any dishonest practices.
- b. Provide prospective students with 'migration advice' as defined in the Migration Act 1958 unless that Agent is separately authorised to act so.
- c. Suggest to prospective students that they may come to Australia on a student visa or another visa class with a primary purpose other than full-time study.

- d. Make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa or the required visa class for their course.
- e. Facilitate applications for prospective students who do not comply with visa requirements.
- f. Use any trademark and or logo of WIN or its associated providers without the prior written consent of WIN.
- g. Undertake any advertising or promotional activity about WIN, its associated providers, and/or their educational programs without the prior written consent of WIN.
- h. Engage in false or misleading advertising, promotional, and/or recruitment practices.
- i. Give existing or prospective students inaccurate or misleading information.
- j. Make any false or misleading comparisons with any other education provider or their programs or make any inaccurate claims regarding any association between WIN and other education providers.
- k. Sign or encourage or allow others to sign official documents such as an application form on behalf of a prospective Student or existing Student. (The student's signature that appears on all official documents must be the same as that which the student used when signing the WIN application form).
- l. Commit WIN to accept any prospective student into any educational program/s offered by WIN and its subsidiaries and associated providers.
- m. Receive, withhold, or bank the Tuition or other fees payable to WIN by a prospective student or deduct any amount from the Program Fee payable by the prospective student without prior written consent from WIN.
- n. Impose any fee on a prospective student for their application or acceptance of offer unless this fee has been agreed by WIN and brought to the attention of the student before the lodgment of any papers.
- o. Provide false or misleading information about employment outcomes associated with any course provided by any of the WIN subsidiary and/or associated providers.
- p. Alter, change or amend in any way any Agent Agreement, Letter of Offer, or International Student Conditions of Enrolment Agreement.
- q. Sign any document on behalf of an existing or prospective student.

5. WIN's RESPONSIBILITIES

5.1 In accordance with existing legislative and regulatory requirements, and by following the terms of its signed Agent Agreement WIN must:

- a. Provide the WIN Approved Agents with appropriate, current, and sufficient information to enable them to undertake their specified responsibilities.
- b. Assess completed applications from prospective students within a reasonable time of receipt.
- c. Meet the identified training needs of all WIN Approved Agents, including:
 - initial training for all newly appointed Agents;
 - annual refresher training for all Agents;
 - information updates and training when there are changes to legislative and/or regulatory requirements, WIN policies and procedures, and/or educational program changes, including fee structures; and
 - corrective training to address any shortcomings in any Agent's performance identified through WIN's monitoring procedures.
- d. Monitor its Approved Agents' performance and activities and conduct an annual performance review before the (possible) extension of their Agent Agreement.
- e. Require its Approved Agents to:
 - have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics;
 - fully comply with their legislative and regulatory requirements of the ESOS Act and The National Code 20018 and Standards for Registered Training Organisations (RTOs) 2015;
 - take reasonable steps to avoid and to declare in writing any conflicts of interests with its duties as a WIN education Agent;
 - observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students; and
 - act honestly and in good faith and in the best interests of the student.
- f. Formally investigate any reported or suspected cases of any of its Approved Agents, their approved sub-Agent and/or staff member behaving in a non-professional, unethical and/or non-compliant manner, including:
 - failing to fully comply with their legislative and regulatory requirements of the ESOS Act and The National Code 2018.
 - acting in a manner which may be negligent, careless or incompetent;
 - being engaged in false, misleading or unethical advertising and recruitment practices;
 - not responding to minimise Conflicts of Interest and, when they occur, not declaring those conflicts of interests, and thereby not acting in the best interests of international students;

- acting in a manner which may be non-compliant with the terms and conditions of their WIN Agent Agreement and Schedule; and/or
- being engaged in false or misleading practices that could harm the integrity of Australian education and training and/or the integrity of WIN's programs.

g. Require its Approved Agents to take immediate corrective action to the satisfaction of WIN if WIN becomes aware of an Approved Agent, their approved sub-Agent and/or staff member behaving in a non- professional, unethical, and /or non-compliant manner as indicated in the WIN Agent Agreement and Schedule.

h. Terminate the Agreement with any Approved Agent if WIN becomes aware of, or reasonably suspects dishonest practices, including engaging in false or misleading practices and a deliberate attempt to recruit a student where this conflicts with the obligations of registered providers under the ESOS Act and/or The National Code 2018, or any of the other dishonest practices outlined above.

i. Where applicable, pay its Approved Agents Commission as specified in their WIN Agent Agreement, Schedule and Commission Payment Schedule for each student who:

- has been recruited by the Representative;
- has been issued with a Confirmation of Enrolment;
- has paid the tuition fee to WIN;
- has enrolled in/commenced the Program; and
- who has not, after starting the program, been fully refunded the program fees.

j. Pay the Commission payable under WIN Agent Agreements and Schedules on the dates specified in their Commission Payment Schedule.

6. HOW THE AGENT CAN CLAIM COMMISSION

6.1 All Agent commission invoices will be processed and paid after the study period census date.

6.2 Before a commission payment can be made; the following information must be provided on the invoice:

- Student Name and ID;
- Course name and relevant study period;

- Complete and current banking details which are consistent with Agent Agreement to avoid payment delays;
- If the invoice is a tax invoice, it must contain the ABN of the Agent and show the amount of GST payable (where applicable);
- Commission and bonus payments are payable on the fully paid tuition fees

6.4 Inform its Approved Agents of any change in the physical address, telephone number, facsimile number or electronic mail address of WIN, within five working days of such change.

6.5 WIN is not required to accept any prospective student referred by the Agent.

7. MONITORING AUTHORISED AGENT'S PERFORMANCE

7.1 WIN will actively monitor all Approved Agents' performance to ensure professional behaviour and positive outcomes measured by the number of potential student referrals and the conversion rate to active enrolments.

7.2 WIN will monitor Agents' performance through the following processes:

- a. The Marketing Manager and Admissions manager will hold regular Admissions Review Meetings to analyse Agents' performance:
 - 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.
 - policy and/or procedural areas requiring training and/or possible modification; and/or
 - Approved Agents who may require additional training.
- b. Where a need for additional training is identified, WIN will contact the Agent via emails, phone calls, and zoom conversations to address specific problems and to notify them of any procedural requirements and changes.

- c. Analysis of PRISMS based data entries for each Agent on their performance made available under Subsections 175 (3) and (4) of Education Legislation Amendment (Provider Integrity and Other Measures) Act 2017, namely information on the:
- the number of applications for student visas made by or on behalf of students recruited or otherwise dealt with by an Agent that has been either granted, refused, withdrawn or are invalid
 - the number of student visas issued to students recruited or otherwise dealt with by an Agent that has been cancelled or have ceased to be in effect
 - the number of students accepted for enrolment in courses provided by registered providers by students recruited or otherwise dealt with by an Agent
 - the completion rates of accepted students recruited or otherwise dealt with by Agents.

7.3 Annually, each Agent's overall performance review will be completed approximately one month before the expiry/renewal date of the Agent's Agreement. Audit dates and outcomes will be entered onto the WIN Agent Performance Audit.

7.3.1. The responsible Marketing Manager will evaluate the Agents' performance against the agreed performance criteria as defined in the WIN Agent Performance Audit Form, including:

- acting in a manner which may be negligent, careless or incompetent;
- being engaged in false, misleading or unethical advertising and recruitment practices;
- not responding to minimise conflicts of interest and, when they occur, not declaring those conflicts of interest, and thereby not acting in the best interests of international students;
- acting in a manner which may be non-compliant with the terms and conditions of the Agent's Agreement and Schedule; and/or
- being engaged in false or misleading practices which could harm the integrity of Australian education and training and/or the integrity of WIN's programs;
- the number of students the Agent has recruited and the conversion rate of student applications to CoEs, the visa rejection rate, the conversion rate from CoEs to actual enrolments and success rate from enrolment to successful completion;
- the reasons, where relevant, for apparently unsatisfactory application numbers, conversion and success rates;
- the satisfaction of students and/or third parties regarding the performance of the Agent;
- the accuracy and currency of information and advice provided by the Agent to students;

- knowledge of and compliance with Australian legislative and regulatory requirements relating to the recruitment of international students under the ESOS Act and The National Code 2018; and
- the overall quality and value of the appointment to WIN.

7.3.2. The Marketing Manager will make a recommendation based on the monitoring and analysis process described above relating to the renewal of the Agent Agreement, and the CEO will decide whether to:

- Renew the Agent's contract;
- Renew the Agent's contract for a further period subject to certain conditions; or
- Terminate the Agent's contract following the procedures for terminating an Agent's Agreement.

8. RENEWAL AND TERMINATION

8.1 If, after the successful completion of the end of the Agent Agreement contract review, WIN is satisfied that the Agent has operated professionally and ethically, has represented WIN's interests, and has referred appropriate prospective students to WIN's programs and courses, with satisfactory conversion and success ratios, a three-year renewal of the Authorised Agent Agreement may be offered to the Agent.

8.2 For those Agents completing their one year contract, WIN's CEO (or her delegate) will ask the Agent to complete a new Agreement.

8.2.1. If the Agent accepts the terms of the Agreement s/he will sign return to WIN's CEO (or her delegate)

8.2.2. WIN CEO (or her delegate) will counter-sign the Agent's signed copy of the Agreement and return to the Agent, along with a new WIN Authorised Agent Certificate.

8.2.3. The new Agreement will be filed on the Agent's file and any necessary changes made to the WIN Agents' Database and WIN's website.

9. SUSPENSION

9.1 Without limiting WIN's rights under clause 9.1 and 9.2, WIN may at its sole discretion suspend an Agent's Agreement immediately if it has reasonable grounds to believe that the Agent (or where applicable the subAgent of the Agent):

- has breached a term of this Agreement;
- has been found to be performing unsatisfactorily by a review (see Section 7);
- has received a complaint considered serious enough by WIN to warrant suspension;
- has engaged in conduct that WIN reasonably regards as detrimental to the reputation of another Australian education institution;
- is charged with a breach of any law or is the subject of proceedings or investigations commenced or threatened by a public body whether of a state, territory or the Commonwealth of Australia or Territory; or
- is charged with a breach of applicable local law unless Standards 4.5 and 4.6 of the National Code 2018 mandate against such suspension.

9.2 WIN will lift the suspension when the Agent (or where applicable a subAgent) has satisfied WIN that the reason for suspension has been adequately resolved.

10. TERMINATING AUTHORISED AGENT AGREEMENTS

10.1 WIN may terminate this Agreement at its discretion by giving the Agent 20 business days' written notice.

10.2 Termination of an Agent's Agreement will be automatic if the WIN CEO (or her delegate) knows, or, based on reasonable grounds, concludes that the Agent has or most probably has engaged in criminal conduct, and the Agent's known or suspected actions will be reported to the relevant authorities.

10.2.1. If the Agent identifies the cause of a recognised breach as being one of their employees or sub-Agents, provides valid evidence to support this and takes immediate action to dismiss the responsible employee and/or terminate the sub-Agent's Agreement, the WIN CEO (or her delegate) may decide to retain that Agent, but may also require that the Agent undertakes additional training as specified by WIN CEO (or her delegate).

10.3 Termination or non-renewal of an Authorised Agent's Agreement will occur in cases of demonstrable or highly suspected:

- breaches a term of this Authorised Agent Agreement;
- referral of an unsatisfactory number of students recruited, conversion, visa rejection, and success rates;
- a lack of adequate and sufficient reasons for the disappointing application numbers, conversion and success rates;
- unacceptable levels of student and/or third-party satisfaction with the performance of the Agent;
- inadequate representation or misrepresentation of WIN, their programs, courses and services to students;
- evidence of non-compliance with the ESOS Act and the ESOS National Code 2018 Standards;
- demonstrated grounds for believing that an Agent engaged in unethical, unprofessional and/or criminal conduct in representing WIN; and
- unsatisfactory overall quality and value of the appointment to WIN.

10.4 When Education Centre of WIN CEO (or her delegate) 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 Authorised Agent Termination Email, and the termination will take place when the Agent is formally served that notice;
- The Department of Education (DET) and Department of Home Affairs (DHA) may be notified of the termination and the grounds for the termination if the termination resulted from suspected criminal conduct;
- Details relating to the audit and decision will be entered on the Agent's file;
- The Agent's status is updated and/or removed from the WIN Agent Database, WIN SMS, PRISMS, and all relevant websites. The Marketing Manager is responsible for the process;
- The Agent's students will be notified of the termination/non-renewal, and invited to submit a WIN Change of Agent Request Form; and
- WIN will ensure that no further referrals and applications will be accepted from the terminated Agent.

10.5 Upon termination of an Authorised Agent Agreement, the Agent, must:

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

10.6 All commission payments made before the expiry date of an Agent's Agreement will be honoured.

10.7 If an Authorised Agent Agreement is terminated based on demonstrated or reasonably suspected unethical, unprofessional, and/or criminal behaviour, the WIN CEO (or her delegate) will inform the Accounts Department. WIN reserves the right to immediately cease payment of Agent commission fees, which would otherwise become payable from the date of termination.

10.8 If this Agreement is terminated or not renewed on a basis other than demonstrated or reasonable suspected unethical, unprofessional and/or criminal behaviour (such as inadequate referrals, applications, and conversions) the WIN CEO (or her delegate) will inform the Accounts Department and WIN reserves the right to immediately cease payment of Agent commission fees which would otherwise become payable from the date of termination.

10.9 The decision and reasons to terminate an Authorised Agent Agreement may be disclosed to other parties (including relevant government departments, agencies and the Agent's employer) with all discloses following the privacy legislation and regulations.

11. CHANGE OF AGENTS

11.1 WIN seeks to ensure that its students have every opportunity for competent, ethical and professional representation by approved Agents, and a parallel commitment to ensuring security of investment for approved Agents allocating resources to secure enrolments for WIN.

11.2 In practical terms, this means that WIN recognises the legitimacy of students wanting to change Agents in some circumstances. Still, WIN 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.

11.3 In situations where WIN terminates or fails to renew an Authorised Agent's Agreement, the WIN CEO (or her delegate) will ensure that the students represented by that Agent are sent a letter informing them of the termination/non-renewal of the Agent's Agreement, and asking them to complete and submit a Change of Agent Request Form, identifying a new Agent from the list of Authorised Agents published on the WIN website.

11.4 For all potential and enrolled students with an Authorised Agent Agreement, WIN will facilitate a change of Agent for those with a conditional Letter of Offer.

11.5 WIN will not allow a change of Agent once a student has been issued an Unconditional (Full) Letter of Offer and /or Confirmation of Enrolment.

11.6 In situations in which a potential student issued with a Conditional Letter of Offer wants to change their Agent for reasons other than the termination of their Agent's Authorised Agent Agreement, that student must provide a:

- a Release Email or Acknowledgement from the student's existing Agent; and
- a statement identifying how remaining with their current Agent would not be in their best interests.

11.7 On receiving such an application, a check will be undertaken to see if the proposed new Agent is one of WIN's Authorised Agents. If the preferred new Agent is not a WIN Authorised Agent, the application will be rejected.

11.8 If the student provides a Release/Acknowledgement Email from their Agent and/or demonstrates, to the satisfaction of the Marketing Manager, that their best interests are not served by remaining with their existing Agent, and the proposed new Agent is an WIN Authorised Agent, the Marketing Manager will approve the change.

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

11.10 Once a change of Agent has been approved and is scheduled to be implemented as specified above, the WIN Admissions officer will:

- notify the existing Agent of the student-initiated change of Agent
- inform the new Agent that WIN has approved the student-initiated change of Agent, and
- update the WIN Agents' Database.