



Department	Vocational Education & Training		Author	RTO Manager	
Quality Controlled Document No. & Title	2.0	Education Agents Policy	Approved	RTO CEO	
Version	1.5		Authorised	RTO Academic Board	
SRTOs 2025 & ESOS Act	Standard 2.1 of the Outcome Standards for RTOs and marketing and advertising requirements in Compliance Requirements		Distribution	Internal	Marketing Personnel
	National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 4 2026 changes to the National Code			External	Education Agents

Purpose of the Policy

The Education Agent Policy has been developed to ensure that Marriott Academy has processes in place to ensure that education agents act honestly and in the best interests of overseas students, as well as uphold the reputation of Australia's international education sector.

Policy Statements

Overview

Marriott Academy will not accept students from an education agent if it knows or reasonably suspects the education agent to be:

- providing migration advice, unless that education agent is authorised to do so under the Migration Act
- engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)
- facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa, and/or
- using PRISMS to create CoEs for other than *bona fide* students.

Agent Agreements

All education agents representing Marriott Academy must sign and abide by Marriott Academy's Education Agent Agreement.

Marriott Academy's Education Agent Agreement meets the requirements of the National Code including:

- responsibilities of Marriott Academy, including that Marriott Academy is responsible at all times for compliance with the ESOS Act and National Code 2018
- Marriott Academy requirements of the agent in representing it including:
- declaring in writing and taking reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider
- observing appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students
- acting honestly and in good faith, and in the best interests of the student
- having appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics
- Marriott Academy's processes for monitoring the activities of the education agent in representing the provider and ensuring the education agent is giving students accurate and up-to-date information on the registered provider's services
- the corrective action that may be taken by Marriott Academy if the education agent does not comply with its obligations under the written agreement, including providing for corrective action outlined in Standard 4.4
- grounds for termination of Marriott Academy's written agreement with the education agent
- the circumstances under which information about the education agent may be disclosed by the registered provider and the Commonwealth or state or territory agencies.

Monitoring and Corrective Action

Marriott Academy will monitor all education agents using the monitoring processes described in the agreement.

Marriott Academy will take immediate corrective action where it becomes aware that, or has reason to believe, the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities as outlined above.



Termination

Marriott Academy will immediately terminate its relationship with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices, where Marriott Academy becomes aware, or has reason to believe that the education agent or an employee or subcontractor of the education agent is engaging in false or misleading recruitment practices.

Commission Restrictions

Marriott Academy will not pay, give, or provide any commission, benefit, consideration, or incentive (whether monetary or non-monetary) to an education agent in connection with the recruitment, enrolment, transfer, or provision of advice or assistance to an overseas student who has commenced study with another registered provider, where the student is accepted for enrolment by Marriott Academy on or after 1 April 2026.

This restriction applies unless the student's movement is permitted under the National Code, including circumstances where the student is moving to undertake further study or progressing through an approved packaged course.

Procedures

1. Processing Education Agent Applications

- 1.1 All prospective agents shall be provided with an Education Agent Application Form. All prospective agents shall be required to provide copy of their certificate of registration, company profile, and other relevant documents that will help Marriott Academy in assessing their application.
- 1.2 On receipt of an application and supporting documents, the application form shall be checked whether it has been completed in full and that any supporting information has been provided. Additional information not provided, as relevant, will be requested.
- 1.3 The information and supporting documents provided shall be reviewed. The review shall include, but is not limited to, verifying the agent's ABN and ACN details and conducting a reference check via email, call, or online reference verification form.
- 1.4 The application shall be approved where the agent has demonstrated skills and experience, provides services that align with Marriott Academy's marketing objectives, and positive reports from referees are received.
- 1.5 Successful agents shall be sent a draft Education Agent Agreement for their review and signature. Upon receipt of the signed Education Agent Agreement, an Agent File shall be created for that agent containing the signed agreement, application form, and supporting documents provided by the agent.
- 1.6 Where the agent is not deemed to be suitable, an email advising that their application has not been successful and including the reasons why shall be sent.

2. Managing Education Agents

- 2.1 Following the signing of the education agent agreement, staff must add the agent's details to PRISMS in accordance with the *How to Manage Agent Details in PRISMS* guidelines.
- 2.2 The organisation must notify ASQA via ASQAnet within 30 days of entering into the agreement, or before the obligations under the agreement take effect, whichever occurs first.
- 2.3 The agent's details must also be added to the list of education agents published on the organisation's website.
- 2.4 The education agent must be provided information pertaining to overview of Marriott Academy, its courses, regulatory requirements, and the organisation's marketing and student recruitment processes. The current and approved marketing materials, application forms, and enrolment documentation to ensure accurate and compliant promotion of the organisation's courses shall also be provided.

3. Monitoring Education Agents

- 3.1 The organisation must regularly provide education agents with updates regarding new courses, changes to existing courses, and any updates to marketing materials, enrolment processes, or recruitment requirements.



3.2 Education agents shall be monitored through appropriate monitoring activities to ensure they comply with the terms of their agreement and the organisation's policies and procedures.

3.3 Monitoring may include review of recruitment practices, student feedback, enrolment data, communications with agents, and any other relevant information available to the organisation.

3.4 If monitoring activities or feedback received from students indicate that an education agent may not be complying with the terms of their agreement, the organisation must promptly investigate the matter and take appropriate action where required.

3.5 All monitoring activities, investigations, and outcomes must be documented and maintained in accordance with the Marriott Academy's records management procedures.



4. Terminating Education Agent Agreements

4.1 Where education agent monitoring or other relevant information indicates that an education agent has engaged in false or misleading practices, the organisation must immediately issue a written notice to the agent terminating the agreement and clearly stating the reasons for the termination.

4.2 Following termination of the agreement, the organisation must remove the agent's details from the list of education agents published on its website.

4.3 The organisation must also remove the agent's details from PRISMS in accordance with the How to Manage Agent Details in PRISMS guidelines.

4.4 The organisation must notify ASQA via ASQAnet of the termination of the agreement within 30 days of the agreement ending.

Responsibilities

The CEO is responsible for approving education agent applications and terminating education agent agreements.

The Marketing Manager is responsible for processing education agent applications and monitoring education agents.