



Third-Party Agreement

This agreement is made on this ____ day of _____, 20, between:

Registered Training Organisation (RTO):	Third Party:
RTO Name:	Legal Name:
RTO Code:	
ABN:	ABN:
Address:	Address:
Contact Person:	Contact Person:

Purpose

The purpose of this agreement is to formalise the arrangement under which the third party is authorised to provide marketing and/or enrolment services for domestic students on behalf of the RTO, in compliance with the Standards for RTOs 2025 and Australian Consumer Law.

Scope of Services

The third party is authorised to undertake the following services:

Service	Permitted (✓)	Not Permitted (X)
Distribute approved marketing materials		
Conduct marketing or advertising using RTO name/logo		
Provide general course information		
Conduct enrolment interviews and collect applications		
Make claims about funding, VET Student Loans, or outcomes without approval		



Service	Permitted (✓)	Not Permitted (X)
Issue offers or confirmation of enrolment		
Deliver training or conduct assessment		

Responsibilities of the Third Party

The third party agrees to:

- ✚ Only use RTO-approved marketing materials
- ✚ Ensure all advertising is accurate and not misleading
- ✚ Clearly inform prospective students that training is delivered by the RTO
- ✚ Use RTO’s official enrolment process and documentation
- ✚ Immediately refer any student complaints or appeals to the RTO
- ✚ Maintain accurate records of all student interactions and forward to the RTO

RTO Responsibilities

The RTO will:

- ✚ Provide up-to-date marketing materials and course details
- ✚ Approve any public-facing information before publication
- ✚ Maintain responsibility for student enrolment decisions
- ✚ Ensure training and assessment is only conducted by qualified RTO staff
- ✚ Monitor third-party performance regularly

Term of Agreement

- ✚ **Start Date:** _____
- ✚ **End Date:** _____ (or until terminated in writing)
- ✚ This agreement may be reviewed annually or upon request.

Monitoring and Review

The RTO will conduct regular:



- ✦ Reviews of marketing materials used by the third party
- ✦ Audits of enrolment data submitted
- ✦ Meetings and compliance checks (minimum: annually)

Termination

This agreement may be terminated:

- ✦ By either party with 30 days' written notice
- ✦ Immediately if there is evidence of misconduct, misrepresentation, or compliance breach

Confidentiality and Record Keeping

Both parties agree to maintain confidentiality of student data and adhere to the Privacy Act 1988 (Cth). Records must be stored securely and shared with the RTO as required.

Signatures

For the RTO:	For the Third Party:
Name:	
Position:	
Signature:	
Date:	