

Terms & Conditions

B2B FACILITATION & COORDINATION SERVICES

Effective Date: 23.07.2026

Last Updated: 23.07.2026

These Terms & Conditions (“Terms”) govern access to and use of the services provided by Work & Study Australia (“WSA”, “we”, “us” or “our”) and the Work & Study Australia website.

These Terms should be read together with any applicable:

B2B Service Agreement;

Associate Agreement;

Service Schedule or Fee Schedule;

Refund Policy;

Privacy Policy;

Service Disclaimer; and

other written agreement entered into between WSA and an approved Associate or Placement Consultant.

Where a separate written B2B Service Agreement has been executed between WSA and an Associate, that agreement will prevail to the extent of any inconsistency concerning the particular services, fees or commercial arrangement covered by that agreement.

1. DEFINITIONS

For the purposes of these Terms:

“Associate” means an independent business, agency, placement consultant, consultant or other approved B2B service partner that has been accepted by WSA to access WSA’s B2B facilitation services.

“Business” or “Employer” means an independently operated Australian business or prospective employer identified, contacted or introduced through the WSA process.

“Candidate” or “Individual” means a person whose professional profile or employment-related information has been submitted to WSA by an Associate with appropriate authority and consent.

“Profile” means professional, employment, qualification, experience or related information supplied by an Associate for administrative review and possible presentation to potentially relevant businesses.

“Services” means the B2B administrative, facilitation and coordination services provided by WSA as described in these Terms and any applicable B2B agreement.

“Placement Consultant” includes an independent consultant, agency or business that uses WSA’s B2B facilitation framework.

2. NATURE OF WSA'S BUSINESS

WSA operates as a business-to-business facilitation and coordination service provider.

WSA's clients are approved independent Associates and Placement Consultants.

WSA's services may include:

Associate onboarding;
receiving professional profiles submitted by Associates;
administrative review of profiles for completeness and presentation;
profile administration;
business research;
business outreach;
professional profile presentation;
identification of potentially relevant Australian businesses;
business introductions;
communication coordination;
meeting and interview coordination;
administrative liaison between an Associate and a Business; and
other B2B administrative and coordination services agreed in writing.

WSA's role is facilitative and administrative.

WSA does not assume responsibility for decisions independently made by an Associate, Candidate, Employer, migration professional, government authority or other third party.

3. NO DIRECT CANDIDATE SERVICE RELATIONSHIP

WSA's standard operating model is B2B.

WSA provides its services to approved Associates and Placement Consultants and does not ordinarily contract directly with Candidates for employment placement services.

Where WSA communicates with a Candidate or participates in communications involving a Candidate for administrative purposes, interview coordination, introduction coordination, document transmission or similar purposes, that communication:

does not by itself create a contractual relationship between WSA and the Candidate;
does not make the Candidate a client of WSA;
does not constitute immigration assistance;
does not constitute migration advice; and
does not constitute a guarantee of employment or sponsorship.

The Associate remains responsible for managing its own relationship with any Candidate it represents.

4. WSA DOES NOT SELL JOBS OR SPONSORSHIP

WSA does not sell:

employment;
job offers;
interviews;
employment contracts;
employer sponsorship;
employer nomination;
visa approvals; or
permanent residency.

Any fee payable to WSA under a B2B agreement is payment for the B2B administrative, research, facilitation, introduction and coordination services actually contracted for and is not payment for employment or sponsorship.

No person is authorised to describe a WSA service fee as a fee payable in exchange for a guaranteed job, employment contract, sponsorship, nomination or visa.

5. FAIR WORK AND EMPLOYMENT PAYMENT COMPLIANCE

WSA does not authorise an Employer, Associate or other intermediary to require a Candidate or prospective employee to make an unlawful payment in exchange for:

receiving a job offer;
obtaining employment;
retaining employment;
securing particular workplace benefits;
obtaining employer sponsorship; or
being considered for employment.

Employers and Associates must independently comply with the Fair Work Act 2009 (Cth) and all other applicable workplace legislation.

Nothing in a WSA agreement authorises any arrangement involving an unreasonable requirement for an employee or prospective employee to spend or pay money for the benefit of an employer or related party.

WSA may refuse, suspend or terminate participation in its B2B network where it reasonably believes that an arrangement involves unlawful employment payments, worker exploitation, misleading representations or other serious non-compliance.

6. INDEPENDENT EMPLOYERS

All Employers contacted or introduced through the WSA framework operate independently of WSA unless expressly stated otherwise in writing.

WSA does not:

- employ Candidates;
- determine wages;
- determine employment conditions;
- determine rosters;
- supervise employees;
- control a workplace;
- direct an Employer to hire a Candidate;
- make final recruitment decisions;
- issue employment contracts on behalf of Employers unless expressly authorised for administrative transmission only; or
- guarantee the conduct or continuing solvency of an Employer.

The Employer is solely responsible for determining whether it wishes to:

- review a Profile;
- conduct an interview;
- make an employment offer;
- enter into an employment agreement;
- consider employer sponsorship;
- consider nomination; or
- cease discussions.

All employment arrangements remain subject to applicable Australian employment and workplace laws.

Visa holders and migrant workers employed in Australia generally have the same workplace rights and protections as other employees in Australia.

7. NO GUARANTEE OF BUSINESS RESPONSE OR INTERVIEW

WSA may undertake business research and outreach using information available to it at the relevant time.

WSA does not guarantee that:

- a Business will respond;
- a Business will review a Profile;
- an Employer will have a vacancy;
- an interview will occur;
- an interview will be successful;
- an Employer will make an offer;
- negotiations will continue;
- employment will commence; or

employment will continue for any particular period.

The identification of a Business as potentially relevant does not constitute a representation that the Business currently has a vacancy or intends to recruit.

8. NO GUARANTEE OF EMPLOYMENT, SPONSORSHIP OR VISA OUTCOME

WSA does not guarantee:

employment;
a particular position;
a salary;
an employment contract;
sponsorship;
nomination;
nomination approval;
visa eligibility;
visa approval;
permanent residency;
processing times; or
any particular government decision.

Employment decisions are made independently by Employers.

Migration and visa decisions are made by relevant Australian Government authorities.

9. WSA IS NOT A MIGRATION AGENT

WSA is not acting as a registered migration agent under these Terms and does not provide immigration assistance or migration advice.

WSA does not:

determine whether a person is eligible for a visa;
recommend a visa subclass;
determine migration pathways;
advise a person which migration strategy should be pursued;
assess immigration eligibility;
interpret migration legislation for a Candidate;
prepare a visa application;
prepare a nomination application as immigration assistance;
lodge a visa application;

represent a Candidate before the Department of Home Affairs; or
guarantee migration outcomes.

Any person requiring immigration assistance must obtain advice from an appropriately authorised professional, including a registered migration agent or Australian legal practitioner where applicable.

10. MIGRATION PROFESSIONAL ASSESSMENT

Where a Profile involves circumstances in which immigration status or potential employer sponsorship may be relevant, WSA may require or recommend that the Candidate obtain independent professional advice before or during the B2B facilitation process.

The relevant authorised migration professional is responsible for any migration advice provided.

WSA may rely on information supplied by an Associate indicating that an appropriately authorised professional has considered the Candidate's circumstances.

WSA is not responsible for verifying or substituting its own opinion for the professional migration advice provided to the Candidate.

11. EMPLOYER SPONSORSHIP

A Business considering employer sponsorship or nomination makes that decision independently.

The existence of an introduction, vacancy, employment discussion or employment offer does not mean that:

sponsorship will be offered;
sponsorship requirements are satisfied;
nomination will be approved;
a visa application will be approved; or
permanent residency will result.

Sponsorship, nomination and visa processes may involve separate professional advisers, government requirements, eligibility criteria and costs outside WSA's control.

12. ASSOCIATE RESPONSIBILITIES

Each Associate must:

provide WSA with accurate and current information;
obtain all necessary authority and consent from any Candidate before submitting the Candidate's information to WSA;
ensure the Candidate understands that WSA operates under a B2B facilitation model;
not represent that WSA guarantees employment, sponsorship, nomination or visas;
not describe WSA as a registered migration agent unless that statement is expressly true and authorised;
not represent itself as acting as WSA's employee, partner or legal representative;
comply with all applicable privacy, consumer, employment, migration and business laws;

maintain appropriate records concerning its Candidate relationships;
promptly advise WSA where information previously supplied becomes materially inaccurate;
communicate honestly with Employers and Candidates;
not submit false, altered, fraudulent or misleading documentation;
not use WSA's services for unlawful purposes;
not make representations on WSA's behalf without written authority; and
comply with reasonable operational requirements applying to WSA's B2B network.

13. CANDIDATE CONSENT AND PROFILE INFORMATION

Before providing a Candidate's information to WSA, the Associate must have a lawful basis and all necessary consent or authority to:

collect that information;
provide it to WSA;
permit WSA to administratively review it;
permit WSA to present relevant professional information to prospective Businesses;
permit WSA to facilitate communications involving relevant parties; and
otherwise use the information for the agreed B2B facilitation purpose.

WSA may request evidence of consent where reasonably necessary.

WSA may decline to process a Profile where the required consent or authority has not been established.

14. PROFILE ADMINISTRATION

WSA's administrative review of a Profile is designed primarily to consider administrative completeness and professional presentation.

It does not constitute:

independent verification of every statement;
a background check;
employment screening;
qualification recognition;
a skills assessment;
licensing approval;
migration eligibility assessment;
professional registration;
financial advice; or
legal advice.

The Associate and Candidate remain responsible for the accuracy and authenticity of supplied information.
Employers remain responsible for conducting their own recruitment, employment and due-diligence processes.

15. BUSINESS RESEARCH AND OUTREACH

WSA may research and approach Australian Businesses that appear potentially relevant to a submitted Profile.
The suitability of a Business may change over time.

Accordingly, identifying or contacting a Business does not amount to a representation that:

- it has a current vacancy;
- it is currently recruiting;
- it wishes to interview the Candidate;
- it satisfies any particular sponsorship criteria;
- it will provide sponsorship;
- it will issue an employment offer; or
- it will continue to operate.

Business research is undertaken as part of WSA's facilitation service and does not constitute a guarantee regarding the Business.

16. EMPLOYER DUE DILIGENCE

WSA may collect or receive information about Businesses during the facilitation process.

However, Associates and Candidates should undertake their own appropriate enquiries before entering into employment, commercial or other arrangements with a Business.

Where appropriate, Employers should independently verify matters including:

- identity;
- employment terms;
- remuneration;
- workplace conditions;
- relevant licences;
- registrations;
- business status;
- sponsorship status where relevant; and
- any representations made directly by the Employer.

Nothing in these Terms transfers an Employer's statutory obligations to WSA.

17. EMPLOYMENT TERMS AND FAIR WORK RIGHTS

Any employment agreement must be between the Employer and employee unless expressly structured otherwise by law.

Employers are responsible for ensuring compliance with applicable workplace requirements including:

minimum rates of pay;

National Employment Standards;

applicable modern awards;

enterprise agreements;

superannuation;

lawful deductions;

record keeping;

payslips;

workplace health and safety;

discrimination laws; and

other applicable employment requirements.

WSA does not contract out of, reduce or alter an employee's statutory workplace rights.

18. EMPLOYER-REQUESTED ANCILLARY COSTS

An Employer may in some circumstances identify legitimate employment-related requirements or third-party costs, including matters such as:

medical examinations;

police clearances;

licences;

tickets;

certifications;

personal equipment;

inductions;

training; or

other employment prerequisites.

Any such payment arrangement is separate from WSA's B2B service fee.

The Associate and Employer are responsible for ensuring that any requirement imposed on an employee or prospective employee is lawful.

No Employer-requested payment should be represented as a WSA sponsorship fee.

Where an Associate pays an Employer for legitimate separate commercial or employment-related services, WSA recommends that the arrangement be documented independently, including the service, amount, responsibility for payment and any applicable refund terms.

WSA is not a party to such an arrangement unless expressly stated in writing.

19. FEES

Fees payable to WSA are determined by the applicable B2B Service Agreement, service schedule, quotation or invoice.

Unless stated otherwise:

fees relate solely to WSA's contracted B2B facilitation and coordination services;

fees do not constitute payment for employment;

fees do not purchase sponsorship;

fees do not purchase a visa result; and

third-party costs are not included unless expressly stated.

The Associate must pay invoices in accordance with the applicable payment terms.

20. REFUNDS

Any refund entitlement will be determined by:

the applicable B2B agreement;

WSA's Refund Policy;

the stage of services completed;

the reason for termination; and

any rights that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation.

Nothing in these Terms excludes, restricts or modifies any statutory right or remedy that cannot lawfully be excluded, restricted or modified.

A statement that a fee is "non-refundable" does not operate to remove any refund, compensation or other remedy that must be provided under applicable law.

21. AUSTRALIAN CONSUMER LAW

Where the Australian Consumer Law applies to WSA's provision of services, nothing in these Terms is intended to exclude, restrict or modify a guarantee, right or remedy that cannot lawfully be excluded.

Where applicable, statutory guarantees may include that services are provided:

with due care and skill;

fit for an applicable disclosed purpose; and

within a reasonable time where no time has been agreed.

To the maximum extent permitted by law, WSA's liability may be limited in accordance with applicable legislation.

22. NO MISLEADING OR DECEPTIVE REPRESENTATIONS

Neither WSA nor an Associate may make a false, misleading or deceptive representation concerning:

WSA's services;



employment opportunities;

employer vacancies;

salaries;

job offers;

interviews;

sponsorship;

nomination;

visa eligibility;

visa approval;

government processing times;

permanent residency; or

the likelihood of a particular result.

Associates must ensure their own promotional material concerning WSA is accurate and consistent with WSA's authorised service description.

WSA may require misleading promotional material to be immediately removed or corrected.

23. INDEPENDENT CONTRACTOR RELATIONSHIP

An Associate participates in the WSA network as an independent business unless expressly agreed otherwise.

Nothing in these Terms creates:

employment;

partnership;

joint venture;

franchise;

fiduciary relationship; or

agency authority to bind WSA.

An Associate cannot enter into contracts or make commitments on WSA's behalf without prior written authority.

24. CONFIDENTIALITY

Each party must take reasonable steps to protect confidential information obtained through the B2B relationship.

Confidential information may include:

Candidate profiles;

Associate information;

Employer contacts;

commercial arrangements;

pricing;
operational procedures;
internal databases;
business relationships;
correspondence; and
non-public information identified as confidential.

Confidential information may be disclosed where:

required by law;
authorised by the relevant party;
reasonably necessary to perform the agreed service; or
required for professional legal, accounting, insurance or regulatory purposes.

25. PRIVACY AND PERSONAL INFORMATION

WSA handles personal information in accordance with its Privacy Policy and applicable privacy legislation.

Associates must not provide personal information to WSA unless they are legally entitled to do so.

By submitting authorised information through the WSA process, the Associate acknowledges that relevant information may need to be communicated to:

WSA personnel;
prospective Employers;
service providers;
professional advisers;
authorised representatives; or
other parties reasonably involved in the agreed facilitation process, subject to applicable privacy requirements and the purpose for which consent was obtained.

26. INTELLECTUAL PROPERTY

Unless otherwise stated, WSA retains ownership of its:

trade marks;
logos;
website content;
databases;
documentation;
systems;
forms;

operating procedures;

Associate materials;

templates;

marketing materials; and

proprietary business processes.

An Associate receives only a limited, revocable, non-exclusive right to use approved WSA materials for the authorised B2B relationship.

WSA branding must not be altered or used to create the impression that the Associate is WSA or has authority beyond that expressly granted.

27. PROHIBITED CONDUCT

An Associate must not:

provide WSA with fraudulent information;

misrepresent a Candidate's qualifications or experience;

impersonate WSA;

falsely represent an Employer's intentions;

represent employment as guaranteed;

represent sponsorship as guaranteed;

represent visas as guaranteed;

engage in unlawful "pay for a job" arrangements;

facilitate worker exploitation;

provide unauthorised immigration assistance;

misuse Candidate data;

misuse Employer contact information;

harass Businesses;

interfere with WSA systems;

misuse WSA intellectual property; or

engage in conduct reasonably likely to cause substantial reputational or regulatory harm to WSA.

Serious misconduct may result in immediate suspension while the matter is investigated.

28. SUSPENSION AND TERMINATION

WSA may suspend an Associate's access where it reasonably believes there has been:

fraud;

serious misconduct;

unlawful activity;
worker exploitation;
misuse of confidential information;
unauthorised migration assistance;
material misrepresentation;
material non-payment;
misuse of WSA branding; or
a material breach of these Terms.

Except where immediate suspension is reasonably necessary to protect Candidates, Employers, WSA, confidential information or legal compliance, WSA should provide reasonable notice of a material breach and an opportunity to remedy it where the breach is capable of remedy.

Either party may otherwise terminate the relationship in accordance with the applicable B2B agreement.

Termination does not affect accrued rights, outstanding payment obligations or provisions intended to survive termination.

29. THIRD-PARTY SERVICES

WSA may interact with independent third parties, including:

Employers;
Associates;
consultants;
registered migration agents;
legal practitioners;
training providers;
skills-assessment authorities;
service providers; and
government bodies.

Unless expressly agreed otherwise, these parties are independent of WSA.

WSA is not responsible for the independent professional advice, representations, acts or omissions of a third party to the extent permitted by law.

30. LIMITATION OF LIABILITY

Nothing in these Terms excludes liability that cannot lawfully be excluded.

Subject to that qualification, WSA is not responsible for loss resulting solely from an independent decision, act or omission of:

an Employer;
Candidate;

Associate;
migration professional;
government body; or
unrelated third-party service provider,
where the loss was not caused by WSA's breach, negligence or unlawful conduct.

WSA is not responsible for an Employer declining a Profile, cancelling an interview, withdrawing an employment offer, declining sponsorship, terminating employment lawfully, or a government authority refusing a nomination or visa application merely because WSA facilitated an introduction.

31. INDEMNITY

To the extent permitted by law, an Associate is responsible for loss, damage, liability or reasonable costs suffered by WSA to the extent caused by the Associate's:

unlawful conduct;
material breach of these Terms;
fraudulent information;
unauthorised representations made in WSA's name;
breach of privacy obligations;
infringement of intellectual property rights; or
unauthorised immigration assistance.

This provision does not require an Associate to indemnify WSA for loss to the extent caused by WSA's own negligence, breach of contract or unlawful conduct.

32. EVENTS OUTSIDE REASONABLE CONTROL

Neither party will be responsible for delays caused by circumstances genuinely beyond its reasonable control, including:

government system outages;
significant regulatory changes;
natural disasters;
telecommunications failures;
widespread cyber incidents;
industrial disruptions; or
other comparable events.

This clause does not excuse payment obligations that arose before the relevant event or obligations which can reasonably continue despite the event.

33. CHANGES TO SERVICES OR TERMS

WSA may update these Terms from time to time to reflect changes in:

legislation;
regulatory requirements;
technology;
security;
business operations; or
service structure.

Changes will apply prospectively from the stated effective date.

WSA will not retrospectively impose a material change to an existing fixed commercial arrangement where doing so would be unlawful or inconsistent with an executed B2B agreement.

Where reasonably practicable, material changes affecting existing Associates will be notified.

34. COMPLAINTS AND DISPUTE RESOLUTION

WSA encourages concerns to be raised promptly.

A party should first provide written details of the complaint and sufficient information for WSA to assess the matter.

WSA and the Associate should then attempt in good faith to resolve the dispute through direct discussion.

Where a commercial dispute cannot be resolved, the parties may agree to mediation before commencing court proceedings, except where urgent interlocutory relief or immediate legal action is reasonably necessary.

Nothing in this clause prevents a person from contacting a relevant regulator or exercising a statutory right.

35. WEBSITE INFORMATION

Information published on WSA's website is general in nature.

Legislation, government programs, migration requirements, workplace rules, occupation requirements and commercial circumstances can change.

Website content should therefore not be relied upon as personal:

legal advice;
migration advice;
immigration assistance;
financial advice;
taxation advice; or
employment-law advice.

Users should obtain appropriate professional advice for their own circumstances.

36. LINKS TO THIRD-PARTY WEBSITES

WSA may provide links to external websites for convenience.

The existence of a link does not necessarily mean that WSA:

endorses the third party;

controls its website;

guarantees its services; or

accepts responsibility for its content.

Users should independently review the terms and privacy practices of external providers.

37. RECORDS AND COMMUNICATIONS

WSA may maintain reasonable business records concerning:

Associate instructions;

submitted Profiles;

Employer communications;

introduction activity;

meetings;

interviews;

invoices;

consent information; and

other administrative matters,

subject to applicable privacy and record-retention requirements.

Electronic communications, including email and authorised online-platform communications, may form part of the business record.

38. SEVERABILITY

If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be read down to the minimum extent necessary where legally permissible.

If it cannot be read down, it will be severed.

The remaining Terms will continue to operate to the extent legally possible.

39. NO WAIVER

A failure or delay by either party to exercise a contractual right does not automatically constitute a waiver of that right.

A waiver must be clear and applies only to the matter for which it is given.

40. ENTIRE AGREEMENT



These Terms, together with the applicable:

B2B Service Agreement;

Service Schedule;

Fee Schedule;

Privacy Policy;

Refund Policy; and

Service Disclaimer,

constitute the contractual framework applying to WSA's services.

Where a signed B2B Service Agreement contains specific commercial provisions, those provisions prevail over general website Terms to the extent of any inconsistency.

41. GOVERNING LAW

These Terms are governed by the laws applicable in Western Australia, Australia, together with applicable Commonwealth legislation.

Subject to any statutory rights concerning jurisdiction, the parties submit to the courts and tribunals having jurisdiction in Western Australia.

42. ACKNOWLEDGEMENT

By entering into a WSA B2B arrangement, accessing Associate services or otherwise accepting these Terms, the Associate acknowledges that it understands that:

WSA is a B2B facilitation and coordination service provider.

WSA does not sell employment or sponsorship.

WSA does not guarantee interviews, employment, sponsorship, nomination, visa approval or permanent residency.

WSA does not provide immigration assistance or migration advice.

Employers make their own independent hiring and sponsorship decisions.

Government authorities make migration, nomination and visa decisions independently of WSA.

Any fees paid to WSA are for the B2B services described in the applicable agreement and not for the purchase of employment, sponsorship or a visa outcome.

IMPORTANT SERVICE NOTICE

Work & Study Australia operates as a B2B facilitation and coordination service supporting approved independent Placement Consultants and Associates. WSA does not provide migration advice or immigration assistance and does not guarantee interviews, employment, employer sponsorship, nomination, visa approval or permanent residency. All employment and sponsorship decisions are made independently by Employers, and all visa and migration decisions remain subject to applicable Australian law and the decisions of relevant Australian Government authorities.