



CERTIFICATE OF REPRESENTATION

AGENTS NAME

**AGENTS ADDRESS
AGENTS ADDRESS
AGENTS ADDRESS**

This is to certify that the above named Agent is approved by Abbotsholme to counsel, advise, inform and process applications from quality students for courses at Abbotsholme.

***Abbotsholme
Rocester, Uttoxeter,
Staffordshire ST14 5BS
England***



AGENCY AGREEMENT

THIS AGREEMENT is dated **19 September 2013**

BETWEEN

- (1) **ABBOTSHOLME** of Rocester, Uttoxeter, Staffordshire ST14 5BS, England ('the School')
- (2) **NAME:** _____
ADDRESS: _____
_____ **COUNTRY** _____ ('the Agent')

IT IS HEREBY AGREED as follows:

Agency

1. The School hereby appoints the Agent to be its non-exclusive Agent in _____ COUNTRY to promote the School, supply information about it and assist prospective students who wish to pursue studies at the School. Admission to the School is at the Headmaster's absolute discretion.

Term

2. This agreement will commence on _____ (DD/MM/YYYY) and is valid for two years with the understanding that either party may terminate this agreement by written notice sent by registered mail with the termination to take effect 90 days from the date of receipt of the letter.

Framework of this Agreement

3. The Agency will at all times act as the Agent of the parent and not as the Agent of the school.
4. The contract for education of each pupil will be between the parent and the School. Unless otherwise agreed in writing the signatures of both parents and/or guarantor or bond will be required.
5. The School Fees must be paid in full by the parent to the School's bank account by cheque or credit transfer as so to be cleared funds on or before the first day of each term.

Introductions made by the Agency

A parent or a pupil will be deemed introduced by the Agency where:

6. There has been no previous application to the School by the parent or pupil; and
7. The Agency is the effective cause of the application to the School being made and is named as such on the application form; and
8. The pupil in fact enters the School after payment of any registration fee, deposit required and the School Fees for the first term.



Obligions of the Agent

9. a) The Agent shall use his/her best endeavours to represent the interests of the School. The Agent shall exercise all reasonable care and skill in the performance of his/her duties and shall act faithfully on behalf of the School as well as preserving confidentiality, and not divulge to any third party details of their details between parent/pupils and the School;
b) This Agent will assist in providing the relevant documentation for admission to the School (e.g. School reports) and where possible ensure that parents are creditworthy, and that the source of the School fees and any deposit and extras is lawful;
10. The Agent shall not enter into any contract on behalf of the School nor bind the School in any way. The Agent shall not receive any money on behalf of the School;
11. The Agent will keep the School informed of developments in COUNTRY and supply any other information to enable the School to promote itself there;
12. The Agency will act in accordance with the contractual framework of this Agreement set out here and will do their best to ensure parents understand the School's documents;
13. The Agency will deal promptly with all correspondence from the parent or the School and will uphold the good name of Abbotsholme and of English independent education generally;
14. The Agency will ensure that all the correct information and advice is given to the family in regard to the VISA process for entry into the UK, to ensure a smooth process in regard to gaining a VISA for entry into the UK for the pupil (this only applies to pupils from Non EU countries).

Obligations of the School

15. The School will provide the Agent with written details of all tuition and other fees and costs associated with lodging and boarding;
16. The School will provide the Agent with copies of its prospectuses. The Agent will keep the School informed of the number of prospectuses required to ensure that there are sufficient prospectuses to allow enquirers to take copies away;
17. The School will honour and respect the Agent and seek to build a warm and mutually beneficial professional relationship;
18. The School does not arrange guardians for overseas students, but can help in finding a suitable accredited agency for this purpose.

Commission

19. The School shall pay the Agent commission at a rate of 10% of the first year's fee actually received by the School, i.e. tuition plus lodging and boarding, but excluding extras, for each student attending the School as a result of the Agent introducing the students to the School;
20. The Agent will supply the School with a list of the names and addresses of all students introduced to the School and attending the School for the purposes of calculating his/her commission. The School shall verify the list which shall be made up to 1st December in each year.
21. The School will remit to the Agent its commission and in sterling by bank credit transfer to an account nominated by the Agent and shall send the Agent a statement showing the amount due. Payment will be made termly upon receipt of fees for that term. The non-receipt of fees will result in the Agent not being paid for the students concerned.



22. For the avoidance of doubt the Agent shall not be entitled to any commission if the student is unable to commence his/her study at the School because, for example, the student is unable to obtain visa to enter the United Kingdom, fails to take up residence or for any other reasons.

Other Institutions

23. The Agent shall be entitled to represent other educational Institutions in the United Kingdom and shall not be obliged to represent the interests of the School solely.

Law

24. This Agreement shall be governed by the law of England and shall be subject to the exclusive jurisdiction of the English Courts.

Various Circumstances

- 25. The School reserves the right to refuse admission or to expel a pupil on grounds that are lawful and / or set out in the standard terms and conditions or to exclude the pupils at any time when the fees are unpaid;
- 26. Under UKBA regulations, monitoring will be in place regarding the standard of pupil the agency promotes and their results during the attendance at Abbotsholme School. Failure to promote the standards required may result in the agreement being withdrawn;
- 27. The School reserves the right to share with other independent schools and national authorities the business experience of working with recruiting Agents;
- 28. The School is not responsible for ensuring the Pupils have the correct entry documentation into the UK or the correct UK Visa to allow them to study. That responsibility is the parents' and the Agent is expected to offer suitable guidance as required. However it will do everything it can to help, in line for the UKBA Tier 4 requirements.
- 29. The School has a responsibility to ensure it complies with the Bribery Act (April 2011). The school will not accept bribes and insists that a recruiting Agent does not use bribery in any way in its dealings with the school nor with any party connect to pupils that it refers;
- 30. Any disputes between the School and the Agent concerning payments from parents or any other financial matters will be determined by the School's auditors and unresolved disputes subject to English law with any related costs being the responsibility of the losing party.
- 31. The School is committed to building mutually beneficial relationships with its Agents and hopes that this is reciprocated.

SIGNED BY STEVE J FAIRCLOUGH
for and on behalf of
ABBOTSHOLME

Date:

(SIGN NAME)

SIGNED BY

(PRINT NAME)

Date:

for and on behalf of
AGENTS NAME

(SIGN NAME)



AGREEMENT OF REPRESENTATIVE

This agreement is between Abbotsholme and AGENTS NAME

Hereinafter the School is referred to as the School and AGENTS NAME is referred to as the Representative.

It is hereby agreed:

1. The School appoints the representative as one of their representatives in (COUNTRY) to recruit students for the School programme;
2. The School will supply complete and adequate promotion material, such as a School catalogue/prospectus to the representative;
3. The School will proceed the student application with utmost speed and inform the representative of the acceptance or rejection of the application;
4. The representative will promote and advertise the School program;
5. The representative will try its best to liaise between the student and the School;
6. The representative will handle enrolment details and assist the student with visa application and travel arrangements.
7. The agreement is valid for two years with the understanding that either party may terminate this agreement by written notice sent by registered mail with the termination to take effect 90 days from the date of receipt of the letter.
8. It is mutually agreed that the School will charge the full fee to the student and the Agent will charge the service fee to the student.
9. The selection of students remains at the absolute discretion of the Headmaster of the School.

SCHOOL

Signature

Position in organisation:

(PRINT NAME)

.....
School and Date

Date:

REPRESENTATIVE

Signature

Position in organisation:

(PRINT NAME)

.....
Representative and Date

Date: