



Abbey Business School

5th Floor Allied Place, 44 Abbey Street, Leicester, LE1 3TD, United Kingdom Phone: 0116 262 5380 Email: enquiries@absedu.co.uk Website: www.absedu.co.uk

**AGENCY SERVICE AGREEMENT FOR THE RECRUITMENT OF
INTERNATIONAL STUDENTS**

AGREEMENT day of..... 2011

BETWEEN ABBEY BUSINESS SCHOOL (ABS)

5th Floor Allied Place
44 Abbey Street
Leicester
LE1 3TD
United Kingdom

AND

EDUCATION AGENT, ADDRESS ("the Agent")

BACKGROUND

- A. Abbey Business School wants to recruit full time international students to study at ABS.
- B. ABS is registered with the British Accreditation Council (BAC) and is on the UK Learning Provider register.
- C. The Agent provides services of recruiting suitable prospective students for enrolment and study in the UK.
- D. ABS wants to engage the Agent as its representative in the territory.
- E. The Agent is aware of the requirements of the UK Border Agency (UKBA) and has agreed to comply with those requirements.

AGREEMENT DEFINITIONS

1.1 In this Agreement:

Agent's Fee' means the fee calculated under Item 3 of Schedule 1;

Marks' means logos, trademarks, designs, and crests that belong to or carry the name of ABS;

'Programme Fee' means the tuition and other fees set by ABS for the programmes;

'Programmes' means the full time registered courses offered by ABS;

'Prospective Student' means a person (whether within or outside UK) who intends to become, or who has taken any steps towards becoming a student at ABS;

'Services' means the services described in clauses 3 and 4;

'Student' means an 'international student'.

'Term' means the period set out in Item 1 of Schedule 1;

'Territory' means the countries or regions set out in Item 2 of Schedule 1; and

'Performance Benchmarks' means the number of students to be recruited set out in Item 4 of Schedule 1.

1.2 In this Agreement, unless the contrary intention appears:

- headings are for ease of reference only and do not affect the meaning of this agreement;
- the singular includes the plural and vice versa and words importing a gender include other genders;
- other grammatical forms of defined words or expressions have corresponding meanings;
- money is in British Pound Sterling unless otherwise stated and a reference to 'GBP', or '£' is a reference to the UK currency; and
- Schedule 1 to this Agreement forms part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedule, the clause of this Agreement will prevail.

ENGAGEMENT OF THE AGENT

1.3 ABS engages the Agent to be its representative to perform the services in the territory for the term.

1.4 This is a non-exclusive agreement. ABS may appoint other Agents in the territory.

1.5 The Agent cannot promote ABS outside the territory or perform the services outside the territory, without ABS prior written consent.

1.6 If the Agent wishes to expand the territory the Agent must make a written submission to ABS no later than thirty days before the recruitment of prospective students in the new territory is planned to start. ABS is under no obligation to recognise the Agent's new territory, or accept applications for enrolment from prospective students recruited by the Agent in the new territory.

MAIN RESPONSIBILITIES OF THE AGENT

1.7 Under this Agreement, the Agent must:

- promote ABS and the programmes in the territory;
- in accordance with ABS policy and procedures, recruit and assist in the recruitment of prospective students to undertake the programmes;
- provide prospective students with all necessary information about the programmes, ABS facilities and services and assistance in completing and submitting application forms to ABS;
- arrange for English language testing of prospective students; and
- Perform any other services and provide any reports or information requested by ABS or required by this Agreement.

DETAILED OBLIGATIONS OF THE AGENT

1.8 In performing the services, the Agent must:

- promote the programmes with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner;
- inform prospective students accurately about the requirements of programmes using only material provided by ABS;
- assist to uphold the high reputation of ABS and of the United Kingdom education sector;
- take reasonable steps in confirming the accuracy of the information provided by prospective students in the application;
- ensure that only signed and completed applications are submitted to ABS;
- assist prospective students to complete visa applications;
- ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents;
- provide any offer documents received from ABS to the prospective students within 24 hours of receiving the offer documents;
- provide ABS with market intelligence about the recruitment of prospective students in the territory;
- only undertake promotional and marketing activities involving ABS that have been approved by ABS; and
- act in accordance with ABS policies and procedures and directions given by ABS.

1.9 Before prospective students complete an application, the Agent must give them information provided to the Agent by ABS about:

- its services, facilities, equipment and learning resources;
- the programmes, including course content and duration, qualifications offered, modes of study;
- the minimum level of English language ability and educational qualifications required for acceptance into the programmes;
- visa requirements which must be satisfied by the student;
- the programme fees and refund policy; and
- costs and living conditions in The UK.

1.10 The Agent must advise prospective students that:

- students who come to The UK on a student visa must have a primary purpose of studying and are expected to complete the course within the expected duration.

1.11 The Agent must not:

- engage in any dishonest practices, including suggesting to prospective students that they may come to The UK on a student visa with a primary purpose other than full time study;
- facilitate applications for prospective students who do not comply with visa requirements;

- give a prospective student inaccurate information about: - the programme fee payable to ABS; or - his or her acceptance into a programme;
- receive or bank the programme fee payable to ABS by a prospective student or deduct any amount from the programme fee payable by the prospective student;
- make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa;
- engage in false or misleading advertising or recruitment practices;
- make any false or misleading comparisons with any other education provider or their programmes or make any inaccurate claims regarding any association between ABS and other education providers;
- undertake any advertising or promotional activity about the programmes or ABS without the prior written consent of ABS;
- commit ABS to accept any prospective student into the programme;
- use any registered or unregistered Marks without the prior written consent of ABS;
- actively recruit, or attempt to recruit, prospective students that the Agent knows to have engaged the services of another official representative of ABS;
- or sign or encourage or allow others to sign, official documents such as the application form, on behalf of a prospective student. The student's signature that appears on all official documents must be the same signature as that which the prospective student used when signing the ABS enrolment form.

1.12 Unless ABS otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement.

1.13 The Agent must terminate any agreement with an employee if the Agent becomes aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations under UKBA.

WHAT ABS MUST DO

2.1 ABS must:

- give the Agent sufficient information to enable the Agent to undertake the services; and
- assess completed applications from prospective students within a reasonable time of receipt.

2.2 ABS is not required to accept any prospective student referred by the Agent.

2.3 ABS will immediately take corrective action or terminate the Agreement with the Agent if it becomes aware of the Agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of The UK international education sector.

2.4 ABS will terminate the Agreement with the Agent if it becomes aware of, or reasonably suspects dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations under UKBA or any of the other dishonest practices.

2.5 ABS will monitor the performance of the Agent through the following means:

- a) training of education agency staff on product knowledge information
- b) telephone/teleconference meetings
- c) regular reports from Agents
- d) surveys of students recruited
- e) performance benchmarks included in agreement

CONFIDENTIALITY

3. The Agent must keep confidential:

- all information provided by ABS, other than to the extent disclosure is required to perform the services in accordance with this Agreement; and
- the terms of this Agreement.

AGENT'S COMMISSION

4.1 Subject to the other provisions of this clause, ABS must pay the Agent's commission for each student who:

- is recruited by the Agent;
- is enrolled in a programme;
- has paid the programme fee to ABS;
- has commenced the programme; and
- Who has not, subsequent to commencing the programme, been fully refunded the programme fees.

4.2 An Agent is regarded as having recruited a student under this Agreement if the Agent submits the student's application for enrolment and that application also bears the Agent's name.

4.3 An Agent's commission is not paid where the student applies to enrol directly to ABS.

4.4 No Agent's commission is payable unless the Agent has submitted an invoice in a form approved by ABS.

4.5 ABS must pay the fees payable under this clause within 30 days of receipt of a valid invoice from the Agent.

4.6 ABS will pay the fees after full student fees have been paid.

TERMINATING THIS AGREEMENT

5.1 Either party may terminate this Agreement at any time by giving the other party 30 days prior written notice.

- a) If the Agent breaches any provision of this Agreement, ABS may terminate this Agreement at any time and with immediate effect by giving written notice to the Agent.
- b) On termination of this Agreement, the Agent must:
 - submit all applications and fees from prospective students received up to the termination date; and
 - Immediately cease using any advertising, promotional or other material supplied by ABS and return all material to ABS by registered mail or a reputable international courier.
- c). The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

ASSIGNMENT AND SUBCONTRACTING

- d) The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of ABS (which may be withheld at its discretion).
- e) The Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of ABS (which may be withheld at its discretion).
- f) Despite any subcontract, the Agent remains liable for performing its obligations under this Agreement.
- g) The Agent must terminate any agreement with a sub-contractor if they become aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of UKBA or any of the other dishonest practices.

NOTICES

- h) A notice under this Agreement must be in writing and sent by prepaid airmail, or electronic mail to the party at the address set out in Item 5 of Schedule 1, or other address notified under this clause.
- i) A party changing its address, facsimile number or electronic mail address must give notice of that change to the other party.

ENTIRE AGREEMENT

- j) This Agreement and its schedules:
 - constitutes the complete and full agreement between the parties as to its subject matter; and

- in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

VARIATION

k) This Agreement may only be altered in writing, signed by both parties.

GOVERNING LAW

l) This Agreement is governed by and construed in accordance with the law in force in England and Wales.

m) the parties submit to the non-exclusive jurisdiction of the English courts.

SIGNED for ABS by an Authorised Officer

Signature of Officer _____

Name of Officer (print) _____

Designation _____

SIGNED for the Agent (NAME OF COMPANY)

by an Authorised Officer _____

Signature of Officer _____

Name of Officer (print) _____

Designation _____

SCHEDULE 1

Item 1: Term:

- Two years from date of Agreement

Item 2: Territory: _____

Item 3: Agent's commission _____

Item 4: Performance benchmark

Year 1 : _____

Year 2 : _____

Item 5: Addresses for notices

Attention: Mr Israel Chipara

Abbey Business School
5th Floor, Allied Place
44 Abbey Street
Leicester
LE1 3TD
United Kingdom

Phone: +44 116 262 5380
Email : Israel@absedu.co.uk

Agent

Attention : _____

Address : _____

Phone : _____

Email : _____ @ _____