

## Agents Agreement 2021

<b>The agreement is between LanguageUK 9 St Georges Place Canterbury CT1 1UT, Telephone 01722 455556 email: <a href="mailto:info@languageuk.com">info@languageuk.com</a> website: <a href="https://www.languageuk.com/">https://www.languageuk.com/</a></b>			
<b>Company</b>			
<b>Address</b>			
<b>Contact Name</b>			
<b>Telephone</b>			
<b>What's App</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>Yes</b></td> <td style="width: 50%; border: none;"><b>No</b></td> </tr> </table>	<b>Yes</b>	<b>No</b>
<b>Yes</b>	<b>No</b>		
<b>Email</b>			
<b>Website</b>			

<b>Terms of the Agreement</b>
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**LanguageUK hereby agrees:**

- To allow the agent to use the LanguageUK name, logo for the purpose of promoting a programme.
- To provide the agent with brochures and promotional material for effective use.
- To provide the agent with up to date fees and promotions.
- To pay the agent the agreed commission
- To provide the Programmes in accordance with the description and price as defined in the published fees list (and as amended each year if the Agreement is renewed).

**The agent hereby agrees:**

- To use its best endeavours to promote the Programmes and to pay for such local advertising and promotion as the Agent shall determine is appropriate for the performance of its obligations hereunder.
- The Agent must not use the LanguageUK logo to trade under or to make business contracts or commitments on behalf of LanguageUK. The Agent will not make or hold LanguageUK responsible for any of the Agents business and third-party dealings.
- To abide by LanguageUK Booking, Payment and Cancellation terms and other conditions defined in this agreement.
- To provide clear and accurate information to Clients about LanguageUK Programmes. LanguageUK cannot be held liable for Client complaints if inaccurate information has been given to the Client by the Agent, and in such cases LanguageUK cannot intercede in any disputes between the Client and Agent.
- To inform the Client prior to making a booking of the Terms and Conditions of this agreement that could affect the Client.
- To treat as confidential the intellectual property of LanguageUK, and to return to LanguageUK, in the event that this Agreement is terminated whether by expiry or by Notice, any brochures, documents, pictures (whether in electronic or paper format) or any other publicity material that refers to LanguageUK or its programmes.
- To process all applications and coordinate all administrative procedures associated with clients prior to the start of the course.

- To ensure all relevant documents are collected to support visa applications. To check authenticity of all application and visa supporting documents.
- To return all original LanguageUK documents to LanguageUK in the case of visa refusal and to verify that any visa that may have been granted has been cancelled in case of refund applications. In case of a visa refusal, it is essential that the agent send a scanned copy of refusal letter to LanguageUK within 5 days.
- LanguageUK does not guarantee a visa and LanguageUK cannot be held responsible for any visa refusals or incorrect visas being issued by UK Visas and Immigration. The Agent must not state that LanguageUK, or their own agency, when promoting LanguageUK Programmes can guarantee a visa.
- To maintain up to date knowledge of UK immigration guidance, rules, and procedures and to abide by all procedures as required by LanguageUK, concerning immigration rules, regulations, and recruitment requirements. This includes but is not exhaustive to correctly assessing the student's intention and ability to study. Agents must assess and provide full information on a student's personal, financial circumstances, evaluate the student's educational background and ability to complete the course.
- To ensure that correct details (including age and language level, secure language test) are sent to LanguageUK at the time of the booking. To promptly inform LanguageUK of any complaint or enquiry concerning a Programme that is received by the Agent after the processing of the relevant application.
- Not to attempt to communicate directly with any host company used by LanguageUK.
- Agents are encouraged to visit LanguageUK at any time.

#### **Monitoring of Agent Performance**

- An Agent's performance will be monitored, in terms of number of visa refusals, number of students who fail to enrol or complete the course, student attendance and student feedback. LanguageUK will terminate any agreement with an agent that does not meet LanguageUK standards in these areas. All up to date student Recruitment Procedures and Application Documents can be found on UKVI website. LanguageUK requires that all agents review the website and keep up to date with all changes/updates that are published. Our agents are our representatives and we expect them to adhere to all responsibilities as required by LanguageUK in accordance with UK Visas and Immigration's rules and regulations.

#### **Confidentiality and data protection**

- Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business affairs to any customer Client or supplier of the other Party or of any member of the group of companies to which the Party belongs. The Agent acknowledges its obligations in respect of student confidential information under the Data Protection Act 1998 and represents and assures LanguageUK, it has adequate systems in place to comply with the requirements of the Act.

#### **Insurance**

- LanguageUK requires the Agent to demonstrate that the Client(s) is (are) adequately covered by insurance against any risks that could occur during the whole period of their Programme, including travelling to and from their place of origin, and reserves the right to refuse any Client if, at LanguageUK sole discretion, the Client is inadequately insured. Notwithstanding this clause, neither the Agent nor the Client shall have any claim against LanguageUK in the event that insurance coverage is inadequate. LanguageUK cannot be held responsible for any loss or injury caused to any person associated with this Agreement. The Agent hereby undertakes to make the Client aware of this Clause.

#### **Force majeure**

- LanguageUK shall not be responsible for or deemed to be in default by reason of delays in or failure of performance of this agreement due to causes beyond its reasonable control. This includes but is not limited to: civil war, war between nations, insurrections, strikes, riots, fires, floods, explosions, earthquakes, serious accidents, any act of government, governmental priorities, allocations, regulations, or orders affecting materials or facilities, acts of God or the public enemy, failure of transportation, epidemics, H1N1 (Swine Flu), **Covid-19**, quarantine restrictions, or labour trouble causing cessation, slow down or interruption of work and failure of suppliers and sub-contractors to furnish labour or materials within their contractual delivery times.

### Client behaviour

- LanguageUK reserves the right to remove Clients whose behaviour is inappropriate, unsatisfactory or whose continued presence is undesirable from any of its Programmes or Courses. Under these circumstances no refund shall be due in respect of any unused portion of a LanguageUK Programme. It will be the responsibility of the Agent to arrange alternative accommodation and travel for Clients who have been removed from a LanguageUK Programme, including Young Learners on Summer Courses, and groups of young learners throughout the year.

### Refunds

- All refunds will be paid to the payee only.  
All refunds will be in English Pounds Sterling.  
Except under the terms of the cancellation policy or visa refusal for legitimate reasons (non-fraudulent reasons) no refunds are given. Commission is not paid on refunded monies.

### Courier charges

- In all cases where LanguageUK has been requested to mail documents by courier service, courier fees are payable to LanguageUK whether the Client attends an LanguageUK Programme or cancels for whatever reason.

### Amendments due to Covid-19

- LanguageUK retains the right to cancel courses, merge or close tuition classes or arrange tuition classes in the morning or afternoon depending on student numbers. If a course is shortened after commencement, unused fees will not be refunded.
- **Due to Covid-19 Languageuk will where appropriate:**
- Stagger class times
- Stagger Break and lunch times
- Stagger activities so for example groups will not share the same activity all together.
- Groups and individuals will be put into extended bubbles and will work together in that bubble.
- This entails keeping groups of students and staff together and reducing contact with other groups. For example, on junior programmes, class groups could become activity groups (e.g., students in am classes will be kept together for afternoon activities and excursions) thereby keeping that bubble together throughout the day. Or for the extended bubbles we will have a class for each level, this could then allow to some transitions between different levels.
- Groups from the same agency often with a group leader maybe in mixed classes for lessons yet want to reform as a group for activities and excursions. Agencies and group leaders need to be flexible to support such an approach. There will be no moving classes in junior groups once you have been assigned a class.
- A successful bubble approach will mean LanguageUK can limit the impact of possible covid-19 out breaks.
- Class sizes will be smaller and where we can hold some lessons outdoors (where weather conditions allow)
- There will be no reception available, but you will be met at the front door by administration staff who will be in masks. For now, we shall set up a virtual reception and will ask copies of your passport to be sent digitally and any meetings you would require this can be done by WhatsApp, face time, Zoom.... when we feel we can lift the virtual reception we will be able to face to face which is preferable.
- Students will be required to one desk for their stay and teachers will move only.
- **We will not supply pens and any stationary that requires individuals or groups to share. Students must supply their own paper and pens. Individual students should also come with their own laptop or tablet.**
- **All students by English law must wear face masks on Public transport and in all shops. All students, schools are required to make sure all students have enough face masks.**
- **We also require all students to bring with them hand sanitiser**
- Teachers will wear masks depending on government guidance and will maintain social distancing
- All language testing will be done before you arrive.
- Online and digital resources will be used instead of hard copies. Any course books will be given out by your teacher and there will be a designated area to drop off the books when you have finished with them.
- We have two conference rooms available for larger classes or specialist courses to accommodate up to 10 in one and 20 in another for any larger activity.

- Inductions will be taking place from our large conference/activity room/garden and will be set up according to the latest social distance 1M.
- All Activities where possible will be held outside and there will be no excursions to any major cities for the foreseeable until the government gives us the go ahead to be able to do so safely.

**In the case of a covid -19 outbreak LanguageUK and the Public Health Protection team will assess the situation, and we maybe required to close the school for a few days.**

- In the event of school closure, no refund will apply, and we will continue to support students in all aspects of the course, accommodation, and welfare. teachers will fully support students with their studies remotely, this will include online technology for learning. Accommodation would remain open as usual and there would be no change to the welfare support available to students
- **I am the agent and fully responsible for client's safety and actions while and during their participation with LanguageUK on a course and I recognise that they may be at risk of contracting COVID-19.**
- **With full knowledge of the risks involved, I hereby release waive, discharge to LanguageUK its board of directors, employees and representatives and assign from any and all liabilities claims, demands, actions, and causes of actions whatsoever directly or indirectly arising out of a related to any loss or damage injury or death that may be sustained by me related to, COVID-19 while participating in any activity while in, or around the school or homestay provider that may lead to unintentionally exposure or harm due to COVID-19.**
- **I agree to indemnify, defend, and hold harmless LanguageUK from any costs, expenses, extensions, flights, damages, lawsuits and or liabilities or claims due to injury loss or death related to COVID-19.**
- Students may be required to self-isolate for 14 days if they have come into close contact with someone with Covid-19 or if there is a confirmed infection in their bubble, class, or accommodation. Our homestay hosts have been made aware of the procedures if a student should fall ill. We have a residential house short term measure only to self-isolate if you are over the age of 18.

It is important all students provide a medical form, parental consent form, LANGUAGEUK COVID-19 LIABILITY RELEASE WAIVER 2020 and **LANGUAGEUK CORONAVIRUS SELF DECLARATION FORM** (adult only).

**Accommodation**

- LanguageUK reserves the right to change the accommodation of the Client at short notice, as the need may arise, to accommodation of an equivalent standard. The Client shall have no right to compensation in such an event.
- Due to Covid-19 there will be no sharing accommodation with other student's sort term only- unless students are related or from the same household
- Groups that are coming together from the same school can share but there will be no movement of homestay hosts once the group has arrived.
- Students who want to share a room with their friend from the same school is the responsibility of the school and agent, LanguageUK, homestay providers are not liable if an outbreak of covid-19 comes into the homestay accommodation.
- LanguageUK will not extend Courses free of charge if the Client shall be absent for any period during the Course. Late arrival does not entitle the Client to any extension without payment of the appropriate fee. Accommodation fees are non-refundable after the course has commenced. Full accommodation fees will apply even if the accommodation is cancelled.

**1) Commission – Individual students and individual families**

LanguageUK will offer:

Adults courses = 25% commission on tuition fees

Children home tutoring course = 25 % commission on tuition fees

Childminding = 10%

**2) Payment of Commission for individual student or family**

a) The agent deducts the commission from the full tuition fees as stated on the net invoice and pays the remaining balance minus the commission to LanguageUK.

Or

b) The agent pays the full 100% on Gross fees and LanguageUK will transfer the commission on tuition fees on receipt of payment. LanguageUK will provide a NET and GROSS invoice. It is the agent's responsibility to send an invoice for the commission stating the name of the student, the course dates and commission required. The invoice should also include the agents bank details for international transfer.

Or

c) If the student is sponsored and payment for the tuition fee is paid in arrears (at the end of the course or term) then the agent MUST send the school an invoice for payment of commission fees. The invoice should include full name of student and the agents bank details for international transfer.

## 2) Commission – school groups and group sizes of 10 plus

If an agent wishes to send or bring a group at any time during the year, then LanguageUK will send a **NET fee** per student to the agent and it is the agent who will add their commission. The agent will be invoiced for the total NET amount for the group.

### Payment terms:

**Unless a specific arrangement has been made between the agent and LanguageUK, the following proceedings will apply.**

### Deposits

LanguageUK requires up front deposits from agents to secure bookings:

- Individual students-An initial, non-refundable but transferable deposit of 10% of full fees if arrival within 2 weeks or less.
- Junior groups- An initial, non-refundable but transferable deposit of 10% upon booking.
- A further invoice will be issued based on the projected final numbers 4 weeks before the arrival of the group and or individual. This invoice will include any supplements such as special dietary, late arrival, taxi and extra leader's fees and any other service booked by the agent.
- Full payment must be made 15 days in advance of arrival.

Please note:

- No group or individual will be accepted on any course under any circumstances until agreed full payment has been made.
- In cases where any students are last minute bookings made after just before the start of a course, full payment is required immediately at the time of booking.
- For students already following a LanguageUK programme, and there are any overdue invoices relating to them or their agents, LanguageUK may at its discretion and without notice refuse or discontinue services to those customers.
- Please remember for your groups to have the best experience with LanguageUK we do require payment on time.
- If communication regarding the arrival of a group continues despite LanguageUK not receiving a deposit, normal cancellation charges will still apply.

### Final payment

- Any outstanding balance shall be invoiced for by LanguageUK and must be received by LanguageUK 15 days before the Clients arrive; failing which, LanguageUK reserves the right to cancel the booking and apply the appropriate cancellation fees.
- Payment shall be made to LanguageUK bank in accordance with the Booking and Invoice.
- Please be aware LanguageUK reserve the right to charge 5% on invoices which remain unpaid at their due date.
- 10% thereafter.
- Commission is not paid on refunded monies

### Payment Methods

Bank transfer in sterling:

Company: LanguageUK Limited, **Sort code:** 52-10-19, Account **No:** 10551549, **Bank:** NatWest Bank PLC, **IBAN:** GB60NWBK52101910551549, **BIC:** NWBKGB2L

- Please help us by quoting the group name and invoice number reference on all correspondence.
- Payment shall be made to LanguageUK bank in accordance with the Booking and Invoice.
- Payment by the Agent should be made, wherever possible, net of commission by the Agent to LanguageUK. If necessary, LanguageUK will accept gross fees from the Client, in which case the Agent should send an invoice to LanguageUK for commission. Commission will generally be paid at the end of the month following the arrival of the Client. It is the Agent's responsibility to ensure the Client pays gross fees to LanguageUK according to the above deadline.

### **Cancellation Charges General:**

Cancellations must be made in writing. The period of cancellation applies from the date LanguageUK receives the written notice of cancellation.

A) The following charges will apply in the event of a cancellation other than that of serious illness or bereavement:

- Cancellation at any time due to the refusal of a visa to enter the UK £50 administration cost plus bank charges on refund.
- Any cancellations from visa nationals due to visa refusals must be accompanied by the official visa refusal notice (all pages). It is the Agent’s responsibility to ensure that LanguageUK receives the full copy of the visa refusal notice in all cases where a booking is cancelled due to visa refusal. The Agent must inform LanguageUK of all visa refusals immediately.

**Cancellation of groups and individuals on an English Programme**

- Cancellation up to 30 days in advance – loss of deposit
- Cancellation less than 30 days in advance 30% of the course fees
- Cancellation less than 3 days in advance 75% of the course fees
- Cancellation of a language course, accommodation, or transportation less than 24 hours before arrival or after the course has started -100%
- Please note that any entrance fees, meals, guides, or other services, which have already been pre-paid by LanguageUK on behalf of the group, will not be refunded in the event of cancellation.

**b) Accommodation – Homestay accommodation cancellation**


- any student deferring completion of their course and returning home in the interim will be refunded the balance of their accommodation, minus one weeks’ notice.
- Accommodation fees are non-refundable up to 1 week or less prior to arrival. If more than 1 weeks’ notice is given, Host Family accommodation fees will be refunded.
- Students who request a host family change for no valid reason (such as prejudice regarding ethnicity, religion, sex, sexuality, or disability) will be subject to a £100 charge.

LanguageUK does not accept any liability for advice given by the Agent, which is in contravention with LanguageUK guidelines.

LanguageUK has the right to terminate the Agreement immediately in writing if the Agent does not comply with any of the items specified above.

**Signed on behalf of LanguageUK**

**Signed on behalf of the Agent**

<b>Date:</b>	<b>Date:</b>
<b>Signature:</b> 	<b>Signature:</b>
<b>Name: Kerem Sahin</b>	<b>Name:</b>
<b>Title: Principal</b>	<b>Title:</b>

**We will work hard with you to make sure your students enjoy a memorable language learning experience at LanguageUK**