

PARTNER AGENCY AGREEMENT

PARTIES

This Agreement is between:

1. **Professional Linguistic & Upper Studies Ltd**, a company registered in England and Wales under number 02965176, whose registered office is at 8 Celbridge Mews, London, England, W2 6EU (“**PLUS**”); and
2. the agency that accepts this Agreement under clause 1.3, as identified in its registration in the Agency Area (“**the Agent**”).

Background

(A) PLUS provides English language and educational programmes for international students, including residential summer programmes, Mini Stays, Integration programmes and Career Bridge.

(B) The Agent is an independent business that sells educational programmes and travel to students, their parents or legal guardians, and schools.

(C) This Agreement sets out the terms on which the Agent may promote PLUS programmes and request bookings from PLUS, and what each party is responsible for. Each booking is also governed by PLUS’ Terms and Conditions.

1. DEFINITIONS AND ACCEPTANCE

1.1 In this Agreement:

- “**Terms and Conditions**” means PLUS’ Terms and Conditions for agents, as published on the PLUS website and updated from time to time.
- “**PLUS Materials**” means PLUS’ name, logo and trade marks, and the images, videos, brochures, price lists and other materials PLUS supplies for promoting its programmes.
- “**Clients**” means the students, parents or legal guardians, schools and other customers to whom the Agent sells PLUS programmes.

1.2 Terms defined in the Terms and Conditions have the same meaning in this Agreement.

1.3 The Agent accepts this Agreement, in the version then published by PLUS, when it first registers in the Agency Area, requests a quotation or Allocation, confirms a booking or signs this Agreement, whichever happens first.

1.4 The Agent must give PLUS its full legal name, company registration number, registered address and the name of an authorised representative, and must keep these details up to date.

2. RELATIONSHIP AND RESPONSIBILITIES

2.1 The Agent may promote PLUS programmes and request bookings from PLUS on a non-exclusive basis. Nothing in this Agreement gives the Agent exclusive rights in any territory or market, and both parties remain free to work with others.

2.2 The Agent is an independent business. It sells PLUS programmes to its Clients in its own name and on its own account, and contracts with PLUS as principal, as set out in the Terms and Conditions. The words “Agent” and “Partner Agency” are used for convenience only: nothing in this Agreement makes the Agent PLUS’ agent, representative, employee or partner, or creates a partnership or joint venture.

2.3 The Agent has no authority to bind PLUS, to make any statement, promise or commitment on PLUS’ behalf, or to receive any payment on PLUS’ behalf. Sums paid by Clients to the Agent are not payments to PLUS, and the Agent owes PLUS all sums due under each booking whether or not its Clients have paid it.

2.4 This Agreement does not oblige the Agent to make any booking request, or PLUS to accept one.

2.5 PLUS provides only the services included in each confirmed booking, as described in the Terms and Conditions and on the PLUS website. PLUS does not provide flights, visas or other entry documents, travel or medical insurance, or Group Leaders, and does not provide travel to or from a centre unless an airport transfer has been booked with PLUS.

2.6 Everything else connected with the students’ travel and stay is the Agent’s responsibility. This includes, without limitation:

- (a) recruiting students and selling PLUS programmes to its Clients, in line with clause 4;
- (b) its contracts with its Clients, including collecting their payments and handling any changes, cancellations and refunds under its own terms, which do not change what the Agent owes PLUS;
- (c) flights and all other travel to and from the centre, other than airport transfers booked with PLUS;
- (d) visas, travel authorisations (such as the UK Electronic Travel Authorisation or the US ESTA) and other entry documents for its students and Group Leaders;
- (e) the insurance required by the Terms and Conditions;
- (f) recruiting and training Group Leaders who meet the requirements of the Terms and Conditions, carrying out the police checks, and sending enough Group Leaders to supervise each group at all times;
- (g) obtaining parental consent and the required information for every student, and making sure its Group Leaders have them, as required by the Terms and Conditions;
- (h) telling PLUS about any medical, behavioural, welfare or other needs that may require adjustments, as soon as it becomes aware of them and where possible before the booking is confirmed;
- (i) entering complete and accurate rosters, flight details and other booking information in the Agency Area by the deadlines in the Terms and Conditions;
- (j) providing a contact who can be reached at any time, day or night, from the group’s departure until its return, and who can reach students’ parents or legal guardians in an emergency;
- (k) collecting the personal data of its students and Group Leaders lawfully, and sharing it with PLUS in line with the Terms and Conditions; and
- (l) handling complaints from its Clients, and raising any complaint with PLUS under the Complaint Procedure.

2.7 Sending students to PLUS involves much more than booking flights for a group. The Agent sells the trip to its Clients in its own name and is responsible to them for it, so it must meet the legal requirements for selling travel in its own country before it sells the trip or takes any payment. These requirements differ between countries, and the Agent must check them, for example with its regional or national tourism authority. They usually include:

- (a) registration or a licence as a travel agency or tour operator;
- (b) insolvency protection, such as a bond, guarantee or insurance, so that if the Agent goes out of business its Clients get their money back and students are brought home (this is separate from the students' travel and medical insurance);
- (c) liability insurance that covers organising and selling trips, not just its teaching or other usual activities; and
- (d) its own written booking terms for its Clients, which make clear that the Agent is the business responsible for the trip and set out its payment, cancellation and refund rules.

2.8 If the Agent does not meet these requirements, for example because it is a language school without a travel licence, it must not sell the trip in its own name. It can instead work with a licensed travel agency or tour operator, which then sells the trip to the students' families and makes the booking with PLUS. PLUS may ask the Agent at any time to show that it meets these requirements, and the Agent must tell PLUS straight away if it stops meeting them.

2.9 The Agent is answerable for its Group Leaders and students, including their conduct and any damage they cause, for what it tells its Clients, and for the package it sells, including its obligations under the package travel and consumer laws that apply to it. Its liability and indemnities to PLUS are set out in the Terms and Conditions.

2.10 The Terms and Conditions set out how these responsibilities are to be carried out.

3. TERMS AND CONDITIONS

3.1 Every quotation, Allocation and booking is governed by the Terms and Conditions in force at the time set out in the Terms and Conditions. The Agent confirms that it has read the current Terms and Conditions and accepts them.

3.2 The Agent's attention is drawn in particular to the following provisions of the Terms and Conditions, which it confirms it has read and accepts.

- (a) Non-refundable deposits, and PLUS' right to cancel a booking and keep the deposit where the balance is not paid on time.
- (b) Reduction and cancellation charges of up to 100% of the full course price, including charges in line with accommodation providers' terms, and the full transfer price where flight details are missing or incorrect.
- (c) Services that are lost or forfeited without any refund, credit or compensation.
- (d) PLUS' right to end a student's participation or expel a student without refund, with any early return at the Agent's cost.
- (e) The Agent's responsibility for its Group Leaders and students, including payment for damage, lost keys, third-party charges, medical treatment and early return, and its indemnities.

(f) The exclusion and limitation of PLUS' liability, and the insurance the Agent must hold and ensure its students and Group Leaders hold.

3.3 This Agreement and the Terms and Conditions are read together. Where they conflict, the Terms and Conditions prevail.

4. PROMOTION AND INFORMATION TO CLIENTS

4.1 The Agent must promote PLUS programmes and recruit students honestly, ethically, accurately and in line with applicable law, using information consistent with that published on the PLUS website. The Agent must not:

- (a) make any representation, promise or guarantee about PLUS programmes or services that goes beyond, or differs from, the information published by PLUS;
- (b) make any representation or guarantee about a student's likelihood of obtaining a visa or being accepted on a programme; or
- (c) make any false or misleading comparison with other education providers, or any inaccurate claim about an association between PLUS and any other organisation.

4.2 Before booking, the Agent must ensure that its Clients are informed of the arrangements in the Terms and Conditions that affect them. These include programme content and lost services, accommodation arrangements, supervision by Group Leaders, the Student Code of Conduct and Student Agreement and the consequences of breaching them.

4.3 The Agent must comply with all laws that apply to its business and to the promotion and sale of PLUS programmes, including consumer protection, package travel and anti-bribery laws.

4.4 The Agent must tell PLUS in writing which sub-agents, if any, it uses to promote or sell PLUS programmes. It must ensure that they comply with this Agreement and is responsible for their acts and omissions as if they were its own.

5. USE OF PLUS MATERIALS

5.1 PLUS grants the Agent a non-exclusive, non-transferable right, which PLUS may withdraw at any time, to use the PLUS Materials during this Agreement, solely to promote PLUS programmes and only as supplied or approved by PLUS.

5.2 The Agent must not use the names or logos of PLUS' partner institutions or venues without PLUS' prior written approval. It must not register or use any business name, domain name or social media account that includes the PLUS name or the name of a PLUS programme, or present itself as PLUS or a PLUS office.

5.3 PLUS may require the Agent to correct or withdraw any material that is inaccurate, misleading or otherwise not in line with this Agreement, and the Agent must do so promptly.

5.4 All rights in the PLUS Materials remain with PLUS or its licensors.

6. CONFIDENTIALITY AND DATA PROTECTION

6.1 Each party must keep confidential the other's non-public business information received in connection with this Agreement, including PLUS' price lists and net prices. It may disclose that information only to

its own staff and professional advisers who need to know it, as needed to sell and deliver PLUS programmes, or as required by law.

6.2 PLUS and the Agent must comply with the “Data Protection Responsibilities of Agents” section of PLUS’ Privacy Policy, as provided in the Terms and Conditions, whether or not a booking has been made.

6.3 This clause 6 continues to apply after this Agreement ends.

7. PRICES AND PAYMENT

7.1 The Agent pays PLUS the net prices set out in PLUS’ price lists, or in PLUS’ quotation for the booking. PLUS does not pay commission, and the Agent sets its own prices to its Clients.

7.2 Payment terms are those set out in the Terms and Conditions.

8. TERM AND TERMINATION

8.1 This Agreement starts when the Agent first accepts it under clause 1.3 and continues until either party ends it by giving the other at least 30 days’ written notice. It also ends automatically if the Agent makes no quotation, Allocation or booking request for 12 months; any later request means the Agent accepts the version then published.

8.2 PLUS may end this Agreement immediately by written notice if it knows or reasonably suspects that the Agent, or any of its staff, sub-agents, representatives or Group Leaders:

- (a) engages in dishonest, misleading or unethical practice;
- (b) falsifies or misrepresents any document, signature or information, including on a Parental Consent Form;
- (c) seriously or repeatedly breaches PLUS’ safeguarding requirements;
- (d) commits any other breach of this Agreement or the Terms and Conditions and does not remedy it within 14 days of being asked to do so;
- (e) fails to pay any sum when due; or
- (f) acts in a way that is likely to cause serious harm to PLUS’ reputation.

PLUS may also end this Agreement immediately if the Agent becomes insolvent, makes an arrangement with its creditors or stops trading.

8.3 When this Agreement ends:

- (a) the Agent may not make any new quotation, Allocation or booking request, and PLUS may limit its access to the Agency Area to what is needed for confirmed bookings;
- (b) confirmed bookings remain governed by the Terms and Conditions;
- (c) the Agent must pay all sums due to PLUS;
- (d) within 30 days, the Agent must stop using the PLUS Materials, remove all references to PLUS from its websites, social media and other materials, and stop distributing any printed material that refers to PLUS, except as needed to complete confirmed bookings; and
- (e) the Agent must return or securely delete any personal data received from PLUS that it no longer needs to complete confirmed bookings, unless the law requires it to keep that data.

8.4 Ending this Agreement does not affect any rights or obligations that have already arisen. Clauses 6, 8.3, 8.4 and 10 continue to apply after it ends.

9. NOTICES

9.1 Notices under this Agreement must be in writing and may be sent by email. PLUS will use the email address registered in the Agency Area, and the Agent must keep its contact details up to date. Notices to PLUS must be sent to plus@plus-ed.com.

10. GENERAL

10.1 This Agreement and the Terms and Conditions, with the documents they refer to, form the entire agreement between PLUS and the Agent. They replace any earlier Partnership Agreement or other arrangement between them.

10.2 PLUS may review this Agreement from time to time and publish a new version on its website. A new version applies to the Agent from the first time, after its publication, that the Agent requests a quotation or Allocation or confirms a booking, and the version in force when the deposit for a booking is received continues to govern that booking. Any other variation must be agreed in writing by both parties.

10.3 The Agent may not assign or transfer this Agreement without PLUS' prior written consent.

10.4 No one other than PLUS and the Agent may enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

10.5 The governing law and dispute resolution provisions of the Terms and Conditions apply to this Agreement and to any dispute arising out of or in connection with it.

SIGNATURES

For PLUS

Gonzalo Galian

Position: Managing Director

Date: 14 October 2026

For the Agent

Agency's Name: _____

E-Mail Address: _____

Address: _____

Representative's Name: _____

Mr/Ms/Mrs _____

Signature: _____

Date: _____