



## Partner Agreement

### Partnership Agreement Language Education

Agreement Between:

Professional Linguistic & University Studies Ltd referred as (PLUS)

&

Partner (Company Name and address )

Date:

Professional Linguistic Upper Studies,  
8-10 Grosvenor Gardens,  
London,  
SW1W 0DH



## Partner Agreement

### **BACKGROUND**

PLUS is a private education provider with campuses in UK, USA, Malta and Ireland, delivering education courses through its related entities.

In the United Kingdom, PLUS is accredited by the British Council. In the USA PLUS works in partnership with Universities.

Partner will assist PLUS with organising the education to be delivered to each student, and as an education organiser will undertake a number of duties that will assist with the provision of education to students in PLUS campuses.

### **AGREEMENT**

In this agreement, unless the contrary intention appears:

- I. Headings are for ease of reference only and do not affect the meaning of this agreement;
- II. The singular includes the plural and vice versa and words importing a gender include other genders;
- III. Other grammatical forms of defined words or expressions have corresponding meaning;
- IV. "Application" means the application form completed by or on behalf of a prospective student for enrolment in a course provided by PLUS related entities;
- V. "Programs" means the course of study offered by PLUS and its related entities;
- VI. "Services" means the obligations the Partner is required to undertake to perform under this Agreement.

### **The Partner Agrees to represent PLUS under the following terms and condition.**

#### **1.0 ENGAGEMENT OF THE PARTNER**

1.0 PLUS engages the Partner to be its representative and assist in the provision of education to students.

1.1 This is a non-exclusive agreement; PLUS may appoint other Partners.



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- 1.2 The Partner will represent PLUS and market education and training services honestly, and provide accurate information to Students.
- 1.3 The Partner agrees to abide by all rules and regulations applicable to the specific country to which the Application for Admission is being directed, including but not limited to the compliance obligation.
- 1.4 The Partner will not provide such prospective students with “immigration” advice as defined in the Migration Act 1958 unless the Partner is separately registered to do so under that Act.
- 1.5 This agreement is private and confidential and should not be disclosed to any third party without prior consent of both parties.
- 1.6 PLUS reserves the right to determine brand usage in all marketing materials/communication (including online).
- 1.7 This agreement shall be valid for 1 year only.

## 2.0 DETAILS OF OBLIGATION

In performing Services, the Partner must:

- 2.1 Promote the programs with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner.
- 2.2 Inform prospective students accurately about requirements of programs using only material provided by PLUS.
- 2.3 Assist to uphold the high reputation of PLUS and of the international educational sector.
- 2.4 Take responsible steps to confirm the accuracy of the information provided by prospective students in the Application.
- 2.5 Ensure that only signed and completed application are submitted to PLUS.
- 2.6 Assist prospective students to complete Visa application.
- 2.7 Ensure that supporting documentation accompanies each Application and relevant fees and charges accompany each Offers documents.



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- 2.8 Provide any Offer documents received from PLUS to the prospective student within 24 hours of receiving the Offer Documents.
- 2.9 Provide and explain PLUS's cancellation and refund policy to prospective students.
- 2.10 Only undertake promotional and marketing activities relating to PLUS that have been approved in advance by PLUS.
- 2.11 Make PLUS enrolments via the agents' website.
- 2.1 Before prospective students complete an Application, the Partner must give the information provided to the Partner by PLUS about:**
  - 2.1.1 PLUS and its facilities; equipment and learning resources.
  - 2.1.2 The programs, including course content and duration, qualifications offered and modes.
  - 2.1.3 The minimum level of English language ability and educational qualification required for acceptance into the program.
  - 2.1.4 Visa requirements which must be satisfied by the student including English Language proficiency levels.
  - 2.1.5 The program fees and refund policy.
- 3.0 PRICES AND COLLECTION OF FEES**
  - 3.1 PLUS reserves the right to change price due to tax increase, currency fluctuation, government or regulatory action or any other event outside of its control.
  - 3.2 PLUS will allow the Partner to collect money from a student or intending student on its behalf. Money must be remitted to PLUS per our term of payment.
  - 3.3 Fees must be paid by the due date - see prices and Terms for each of the programmes in the agency area
  - 3.4 The Partner/student must pay the full amount and in the currency specified on the invoice, unless otherwise agreed in writing with PLUS.



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- 3.5 “REFUNDS” - PLUS publishes its policy with respect to refunds, cancellation or early termination in its brochures and on its websites. Partners will assist PLUS in the implementation of its published refunds, cancellation or termination policy for students.

### 4.0 WHAT PLUS MUST DO

PLUS will:

- 4.1 Give Partner sufficient information to enable the Partner to undertake services.
- 4.2 Assess completed Application from prospective students within a reasonable time of receipt.
- 4.3 Immediately take corrective action or terminate the agreement with the Partner if it becomes aware of the Partner being negligent, careless or incompetent or engaging in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of education and training.
- 4.4 PLUS is not required to accept any prospective students referred by the Partner.

### 5.0 CONFIDENTIALITY

- 5.1 The Partner must keep confidential.
- 5.2 All information provided by PLUS, other than to the extent disclosure is required to perform the Services in accordance with this Agreement and the terms.

### 6.0 AGREEMENT TERMINATION

- 6.1 This agreement may be terminated by either party, on thirty days notice to the other party,

OR

This agreement may be terminated immediately in writing by PLUS where PLUS becomes aware of, or reasonably suspects the Partner or an employee or sub contractor of the Partner has:



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- 6.1.1 Engaged in any dishonest practice, including suggesting to the prospective student that he or she may come to study on a student VISA with a primary purpose other than full time study.
- 6.1.2 Not achieving targets as set out in the agreement.
- 6.1.3 Facilitated application for prospective students who the Partner believes will not comply with the VISA requirements.
- 6.1.4 Given a prospective student inaccurate information in relation to the program fee payable or likelihood of his or her acceptance into a program.
- 6.1.5 Made any representation or offered any guarantee to prospective students about the likelihood of obtaining a student's Visa.
- 6.1.6 Engaged in false or misleading advertising or recruitment practices.
- 6.1.7 Made any false or misleading comparisons with any other education provider or their programs or made any inaccurate claims regarding any association between PLUS and other education providers.
- 6.1.8 Committed PLUS to accepting any prospective students into a program.
- 6.1.9 Used any registered or unregistered Mark Logo without the prior written consent of PLUS or its institutional partners.
- 6.1.10 Signed, encouraged or allowed others to sign, official documents such as the application form on behalf of a prospective student or 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 PLUS Application form.
- 6.1.11 On the Termination of this Agreement the Partner must submit all Applications and fees from prospective students received up to the termination date.
- 6.1.12 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.



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### 7.0 NOTICE

7.1 A party changing its address, facsimile number or electronic mail must give notice of that change to the other party.

### 8.0 ENTIRE AGREEMENT

8.1 This agreement and its schedules constitute the complete and full agreement between parties as to its subject matter and in relation to that subject matter, replaces and supersedes any prior arrangement or Agreement between the parties.

### 9.0 SPECIAL PROVISIONS

9.1 To ensure integrity of the contents of this Agreement, both parties agree that it may be generated and signed in PDF format.

## COMMERCIAL TERMS

### 10 Summer Program

All Centres PLUS will provide a commission from the Gross price list.

#### 10.1 International Mix

PLUS generally operates summer campuses with a good international student mix. It may happen from time to time for causes outside of PLUS's control that a group will cancel or does not turn up at short notice.

If the campus has a different level of international mix compared to what the Partner initially thought or was told by the PLUS sales representative 30 days before arrival, PLUS Sales will inform the Partner about the situation.

If the priority of the Partner is the International mix, PLUS will advise on alternative campuses available to them which can guarantee the above. The change of campus will be similar or better than the one initially chosen with the same type of services purchased.

At no point will PLUS require the Partner to pay an extra amount for this change or vice versa. The Partner will not have any right to ask for any compensation or to raise a complaint having accepted the new Centre.



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The Partner will guarantee the number of students present on Vision by locking the Roster 28 days before departure.

Any cancellations will strictly follow PLUS's cancellation terms and conditions.

### 10.2 Rosters

The Partner understands that each Group will be confirmed 28 days before departure and the roster will be locked.

Any changes in the numbers of students need to be advised to the sales representative by quoting the relevant group reference.

Cancellation charges will apply as per PLUS terms and conditions.

Any student who is not on the booking system (Vision) will NOT be accommodated on campus.

### 10.3 Excursions

#### *Planned Excursions*

It is understood that the Partner has duly informed students & group leaders that all participants need to be ready to depart on any planned excursion as communicated and displayed on the Master board by the PLUS local campus manager.

In case the groups are not present on the departure date/time the coach is free to depart without the students. It is understood that this excursion will be treated as a 'lost excursion' and the Partner cannot request to reschedule or for compensation/refund.

PLUS will provide students with a presentation for each planned excursion as per our website.

A printed version of the walking tour will also be available in the campus managers' office for students if requested.

A request needs to be put forward 48 hours before the departure date/time to the campus manager for the quantity of printed walking tours that are required for the group.

The same walking tour will be available for download on mobile phones if needed. No presentation/video or printed walking tour will be available for extra excursions which are not published as planned excursions.

PLUS will provide a member of staff to accompany groups on excursions that are part of the programme chosen at a ratio of 1:30.

It is understood that the PLUS staff are not professional guides but will provide assistance during the excursion.





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In case a Partner requests a member of staff to be present on an extra excursion these need to be booked in advance (30 days before arrival) and will be at an additional cost.

The sales person will advise on the price. In case a professional Blue Badge guide is requested, PLUS Head Office needs to be informed at least 30 days before arrival for this service to be booked and it will be subject to availability.

Price does vary location to location and PLUS sales will inform of the payment terms and conditions.

### 10.4 Add on

For any extra excursions and/or attractions the PLUS form needs to be submitted 45 days before arrival.

When filling out the form all procedures and relevant payments terms need to be followed.

It is understood that in case the terms are not followed, no booking will be processed and at no time can the Partner request compensation.

The Partner can request a specific date or time for when the excursion or attraction needs to take place but PLUS will not be able to guarantee that these dates can be matched, as all bookings are subject to availability.

In case the dates do not match, PLUS will inform the Partner and either the money can be used for credit for another extra excursion/attraction or it can be refunded.

PLUS will not be made responsible for any changes to the above nor will be asked to pay any difference in costs for alternatives that the Partner may be booking.

#### 10.4.1 Coach prices

Surcharges may occur when coaches are not paid for on time due to the high level of demand during the summer months.

If the terms and conditions of payment are not strictly followed the above request will be automatically cancelled.

If the amount is received after the deadline, the money will be sent back to the agency and a new request needs to be put forward.

No compensation can be requested.

#### 10.4.2 Attractions

Once payment has been received and if the relevant attraction is not available on dates requested, PLUS will inform the Partner no later than 48 hours after payment is received.



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PLUS will then refund the money for the relevant attraction(s), at which point PLUS cannot be held responsible for any extra costs the partner may incur for the same or similar attractions.

Any extra attractions which may cause students to miss included services on those specific dates for when the extra attraction or excursion is taking place e.g. loss of English lessons, activities etc: These will be treated as 'lost services' and no alternative will be offered or no request for compensation can be made by the Partner. PLUS will inform the Partners of these lost services.

Any difference from PLUS standard package which are duly advertised on the website [www.plus-ed.com](http://www.plus-ed.com) will need to be confirmed in writing with the sales representative.

### 10.5 Accommodation changes

In some Centre's e.g. Windsor, students will be accommodated in Halls of residence (duly explained on the website) by gender separation. It is understood that the Partner has accepted and informed all relevant clients.

### 10.6 Manuals

#### *Group Leaders Manual*

- Every Partner has agreed that they understood/acknowledged and agreed to the Group Leader role explained in the Manual which can be downloaded from Vision (Agents 'area).

#### *Activity Leader*

- Every Partner has agreed that they understood/acknowledged and agreed to the Activity Leader role explained in the Manual which can be downloaded from Vision (Agents 'area).

### 10.7 Timetable

- For a smooth running of the centre and the excursions, it is understood that all students will adhere to the PLUS timetable displayed on campus.
- It is understood that for logistical reasons PLUS services may be subject to change although all services purchased as per our website will be delivered.
- The planned timetable will be available 21 days before arrival which can be downloaded from Vision (Agents' area).

### 10.8 Complaints

Any complaints need to be put in writing to PLUS Head Office while your group is either in the USA or Europe.



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In order for PLUS to deal with any complaint it is understood that the Partner will follow the below steps:

- 1) Any complaints need to be addressed to the Campus Manager in writing. The Campus Managers contact details can be found in Vision (Agents' area).
- 2) In the email subject please include the groups reference number.
- 3) When sending the email please CC in the Plus Head office at [plus@plus-ed.com](mailto:plus@plus-ed.com) and your sales representative.
- 4) PLUS guarantee that any complaint will be dealt with within 48 hours and the Partner will be advised with a full report and/or on any solutions.

### Notes:

In case a Partner does not provide a written complaint while the group(s) is on campus and provide PLUS with the possibility of investigating the issue, this can not be brought forward once students return to their own country. Any request of compensation will then be automatically void.

### 10.9 Change of Dates

If there is a change of dates within 28 days of departure the Partner may incur additional costs if they want to keep the same type of services published on the PLUS website.

By changing dates some services may be lost due to preplanning.

PLUS will inform the Partner on the extra costs if applicable.

### 10.10 Medical Assistance

PLUS as a service provider of education and language courses are not responsible for providing professional medical assistance.

Each Partner should ensure they have full travel insurance as per our terms and conditions.

## Terms & Conditions

### 1 BOOKING CONDITIONS

By submitting the Booking Application, the Agent formally agrees to abide by PLUS Terms & Conditions set herein.

### 2 DEPOSITS

If the booking is accepted, the Agent must pay, by the date indicated, a non-refundable deposit as per our current price agents' price list which is located in PLUS online booking system (Vision) for all our centres and courses upon confirmation of the booking.



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Failing this, the places will be automatically released with no further communication. Partial payments, payment falling short of the full amount due and/or notification of payments will not be sufficient to retain bookings. The deposit paid will be deducted from the total amount due to be paid 28 days before arrival.

### 3 PRICES

All prices are exclusive of any value added or any sales tax or any other tax which may become applicable and for which the Agent shall be additionally liable.

### 4 SERVICES

In return for the payment of the appropriate fees PLUS will provide board, tuition and activities and all relevant services as specified on the website.

Not included in the fees are: general expenses (except where clearly indicated), entrance to museums and attractions, airport transfers unless agreed in writing. Charges of services, facilities or dates of programmes are avoided whenever possible. On rare occasions generally due to circumstances beyond PLUS' control, or where the bookings in a centre do not reach the minimum numbers required to viably operate it, changes may be necessary.

In these circumstances PLUS shall either offer equivalent services/facilities or refund in full all fees paid.

No other claims for compensation or expenses can be considered.

Neither PLUS, nor the Partner shall be in any way liable to the client if a service cannot be supplied by reason of industrial dispute, or other cause outside their control.

There is no reduction in the course fee where a course includes a public holiday.

### 5 INSURANCE

The Agent shall, at its own expense, obtain and maintain throughout the duration of the courses an insurance cover for public liability, event and personal injury liability to or the death of any person and any loss or destruction of or damage to property not attributable to any fault or neglect of the clients with an insurance company of repute. Copies of all such insurance policies and evidence that all premiums have been paid shall be presented on PLUS' demand.

### 6 WARRANTY & LIABILITY PLUS,

its staff and representatives will not be liable for any loss, damage, illness or injury to persons or property however caused, except where such liability is imposed by statute. Clients must have personal insurance against medical expenses, third parties, travel insurance, including inability to attend or continue a course.

#### 6.1 STUDENT WELFARE AND GROUP LEADERS' RESPONSIBILITIES PLUS

only accepts closed groups accompanied by their group leader. Except for Intensive English bookings (UK), the Group Leader must be at least 25 years old and speak



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fluent English. GL may have current CRB checked or police checked in their own country or by their school governor.

- 6.2 The Group Leader is the ultimate person responsible for supervising his/her group constantly day and night and must comply with the student welfare, security and safety rules set by PLUS.

Group leaders' duties and responsibilities are well defined and encompassed in the Handbook. Agents/schools are required to hand it out to their selected staff members, draw their attention to the student Welfare paragraph and ultimately invite them to sign a statement of acceptance prior to their departure.

## 7 PAYMENTS

the balance with final number of students is due 28 days before the arrival date. Payments must be credited to the PLUS bank account, without deduction or setoff and free from any taxes, levies or other charges or encumbrances. If the sums due are not accredited on the date indicated, all agent's bookings are subject to immediate release and the deposit paid will be forfeited to PLUS. If by the term indicated on relevant invoice (s) the Agent fails to pay for clients, staff booked over and above the places initially secured at the centre or for any extra services requested, PLUS is entitled to cancel or suspend any further service to the Agents' clients at any or all the centres.

## 8 CANCELLATION FEES

In case of cancellation, the deposit paid is forfeited to PLUS. For places cancelled the following penalties will be levied according to the Terms and Conditions on the price list.

## 9 SCHOOL REGULATIONS PLUS

uncompromisingly prohibits illicit drugs, violence, racism, classroom disruption and dishonesty. No drugs, tobacco products or alcohol are permitted at any centre, function or when on excursions. Clients are expected to abide by the College disciplinary regulations, and demonstrate reasonable standards of conduct within and outside the classroom. Failure to do this may result in expulsion from the course. In this event, no refunds become applicable.

## 10 VISA STUDENTS

If, in spite of a PLUS sponsorship letter, the British Embassy or American Embassy does not grant a visa, PLUS shall reimburse the initial deposit paid on the pro forma invoice, upon receiving a copy of the formal Embassy document confirming such refusal. Cancellation charges still apply (refer to par 8).

## 11 FORCE MAJEURE

If PLUS or the Agent is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof. Neither party shall be deemed to be in



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breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non performance, of any of its obligations.

Professional Linguistic & Upper Studies Ltd

### 12 PROPER LAW

These Terms & Conditions are construed in accordance with the English Law. All disputes, controversies or claims shall be referred to and finally settled under the rules of Arbitration of the International Chamber of Commerce of London by three arbitrators appointed in accordance with those Rules that are known and accepted by the Parties. It is hereby agreed that the Commercial Court of London shall have exclusive jurisdiction over any judicial proceedings howsoever related to the interpretation of these Terms & Conditions which may not be deferred to arbitration.

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PLUS Commercial Department  
Sunday, 11 November 2018

### PARTNER INFORMATION

Mr/Ms/Mrs: \_\_\_\_\_

Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_