

## ONLINE COURSES



### Terms & Conditions

#### **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, ABLIS and British Education Travel Association. In the USA PLUS works in partnership with Universities in regards to University Placements, College, Pathway and Summer Programmes online courses.

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.

The Agent Agrees to represent PLUS under the following terms and condition.

#### **ENGAGEMENT OF THE AGENT**

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

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

The Agent will represent PLUS and market education and training services honestly, and provide accurate information to Students.

The Agent 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.

This agreement is private and confidential and should not be disclosed to any third party without prior consent of both parties.

PLUS reserves the right to determine brand usage in all marketing materials/communication (including online).



### **ENTIRE AGREEMENT**

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.

### **BOOKING CONDITIONS**

By submitting the Booking Application from the PLUS Portal, the Agent formally agrees to abide by PLUS Terms & Conditions set herein for – online courses.

### **DETAILS OF OBLIGATION**

In performing Services, the Agent must:

Promote the programs with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner.

Inform prospective students accurately about requirements of programs using only material provided by PLUS.

Assist to uphold the high reputation of PLUS and of the international educational sector.

Take responsible steps to confirm the accuracy of the information provided by prospective students in the Application.

### **WHAT PLUS MUST DO**

PLUS will:

Give Partner sufficient information to enable the Agent to undertake services.

Assess completed Application from prospective students within a reasonable time of receipt. PLUS is not required to accept any prospective students referred by the Partner.

### **CONFIDENTIALITY**

The Agent must keep confidential. 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.

### **ONLINE SUPPORT**

Support will be the sole responsibility of PLUS. Training will be available with our Sales representative. Plus is to provide any necessary information, material, and support to the Agent regarding the marketing, advertising, promotion, and sale of Products, in each case, free of charge to Reseller; provide adequate training to Agent personnel upon signing of this Agreement, one time only; and

At all times comply with all means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, or other requirement or rule of law of any Governmental Authority (collectively, "Laws") applicable to the Products, this Agreement and its obligations under this Agreement. Without limiting the generality of the foregoing, Agent shall: (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the sale of the Products;



and (b) not engage in any activity or transaction involving the Products that violates any Law.

#### **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 in case they travel to the USA for the PROM package.

#### **PAYMENTS**

Pricing is outlined in the price list and the Agent has the right to increase pricing of the Products annually, once per calendar year, in connection with prospective students not already enrolled in any of the Products; provided that, no price increase whatsoever shall be applied to students enrolled prior to such proposed price increase until completion of such student's course, degree or certificate.

PLUS will provide the Agent ninety (90)-day written notice of any annual price increases. Payment Terms are Net and payment is due within 7 days upon invoice receipt.

#### **SERVICES**

In return for the payment of the appropriate fees PLUS will provide all services as indicated on the price list. All prices included in the price list are commissionable fees apart from the FEES section.

#### **CANCELLATION FEE**

In case of cancellation, the registration fee and the amount paid is forfeited for the number of credit or online courses shall be forfeited to PLUS. Any future allocation of credit which have not yet started are cancelled without penalty.

#### **SCHOOL REGULATION**

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



### **COMPLAINTS**

If a student is unhappy or dissatisfied with any part of the programme

STEP 1 Discuss the problem with the agent who will report it to PLUS sales

STEP 2 If the problem is not solved within 48hours make a formal complaint to PLUS Head Office.

### **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. Previous Terms & Conditions are superseded. London, 21 December 2020.

### **AGREEMENT TERMINATION**

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: Engaged in any dishonest practice.

Given a prospective student inaccurate information in relation to the program fee payable or likelihood of his or her acceptance into a program.

Engaged in false or misleading advertising or recruitment practices.

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.

On the Termination of this Agreement the Partner must submit all Applications and fees from prospective students received up to the termination date. The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.



### **COPY WRITE & TRADE MARKS**

PLUS shall promptly provide notice to the Agent of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences: any failure by the Agent to perform any of its obligations under this any delay in delivery of Products; any defects or quality problems relating to Products; The Agent shall have no rights to use the Trademarks or Copyrights, or any variations thereof, except as authorized in this Agreement or as may be approved in writing by PLUS. In connection with any authorized use of the Trademarks or Copyrights.

In the event that the Agent elects to make any filing or to obtain any governmental protection of the Trademarks or Copyrights in the Territory, the Reseller shall reasonably cooperate in order to do so. The Agent acknowledges PLUS proprietary rights in and to the Trademarks and Copyrights relating to the Products. Agent shall not adopt, use, or register any words, phrases, or symbols that are identical or confusingly similar to any of the Trademarks. Upon termination or cancellation of this Agreement, Agent shall cease and desist from using the Trademarks and Copyrights in any manner.

Infringements the Agent shall promptly notify PLUS of any use by any third party of the Trademarks or Copyrights in the Territory or any use by such third parties that may constitute an infringement or passing off of the Trademarks or Copyrights. Supplier reserves the right at its sole discretion to institute any proceedings against those third-party infringers, and Agent shall refrain from doing so. The Agent agrees to reasonably cooperate with PLUS in any action taken by the Agent against such third parties, provided that all damages that may be awarded or agreed upon in settlement of such action shall accrue to PLUS.

### **DEFAULT BY THE AGENT**

If the Agent is in material breach of any representation, warranty under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Agent within a commercially reasonable period of time under the circumstances, in no case exceeding thirty (30) days following The Agent receipt of notice of any such breach, PLUS may, without limitation of any other rights or remedies under this Agreement or applicable law, at Agent's sole discretion and election, (i) withhold deliveries of Products and suspend performance of accepted Purchase Orders; (ii) cancel any pending Purchase Orders of Agent; (iii) revoke or delay any preferential delivery dates for new Products previously established by PLUS applicable to Agent; (iv) require payment in full for all past, pending, and future



Purchase Orders before delivery of any further Products; and (v) place Products allocated to any pending Purchase Order of Reseller in storage, at Agent's cost, until the Agent shall have effected a cure satisfactory to PLUS (including payment of all amounts due).

Any and all Liabilities incurred by Agent as a result of reselling breach or nonfulfillment of this Agreement pursuant to the preceding and not remedied by the Agent within the Cure Period shall be payable and reimbursable to PLUS by the Agent promptly upon submission of invoices.

PLUS shall also be entitled to an extension of time for performance of any pending obligations equalling the period of the Agent's breach or nonfulfillment whether or not PLUS elects to suspend within the Cure Period, PLUS may (in addition to any and all remedies available under this Agreement or applicable law) cancel this Agreement.

Online Commercial Department

Wednesday, 03 March 2021

**PARTNER INFORMATION**

Agency's Name: \_\_\_\_\_

Postal / Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Representative's Name:**

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

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

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