

# Partnership Agreement Language Education



## BACKGROUND

PLUS is a private education provider with campuses in the UK, the USA, Malta and Ireland, delivering a range of English programmes and exam preparation courses.

In the United Kingdom, PLUS is accredited by the British Council. In the USA PLUS works in partnership with a host of universities providing University Placements and Summer Programmes.

As a PLUS Partner you will assist with a number of duties in the provision of the educational programme to students in PLUS campuses.

## AGREEMENT

In this agreement, unless the contrary intention appears:

- I. "Application" means the application form completed by or on behalf of a prospective student for enrolment in a course provided by PLUS.
- II. "Programme" means the course of study offered by PLUS.
- III. "Services" means the obligations the Partner is required to undertake under this Agreement.

The Partner Agrees to represent PLUS under the following terms and conditions.

### 1.0 ENGAGEMENT OF THE PARTNER

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

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

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.

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 digital and non-digital marketing materials/communication.

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1.7 This agreement is valid for 1 year only.

## 2.0 DETAILS OF OBLIGATION

In performing Services, the Partner must:

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

2.2 Inform prospective students accurately about programme requirements using only material provided by PLUS.

2.3 Assist in upholding 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 applications are submitted to PLUS.

2.6 Assist prospective students to complete Visa applications.

2.7 Ensure that supporting documentation (such as rosters, agreements, consent forms) accompanies each Application and relevant fees and charges accompany each Offers document.

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' cancellation and refund policy to prospective students.

2.10 Undertake promotional and marketing activities relating to PLUS only after prior approval has been received from PLUS.

2.11 Make PLUS enrolments via the agents' website.

2.1 The Partner must give the following information to prospective students prior to completing an application:

2.1.1 PLUS and its facilities, equipment and learning resources.

2.1.2 The programmes, including course content and duration, qualifications offered and services provided.

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, cancellation and refund policies.

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## **3.0 PRICES AND COLLECTION OF FEES**

3.1 PLUS reserves the right to change programme fees in the event of governmental tax increases or other regulatory action, currency fluctuation and any other event outside of its control.

3.2 PLUS allows the Partner to collect fees from a student or prospective student on its behalf. Payments must be remitted to PLUS as per our terms and conditions.

3.3 Fees must be paid by the due date.

3.4 The Partner must pay the full amount in the currency specified on the invoice, unless otherwise agreed in writing with PLUS.

3.5 "REFUNDS" - PLUS publishes its policy with respect to refunds, cancellations, or early termination on its website. (Section 8 of our Terms and Conditions). Partners will assist PLUS in the implementation of its published refund, cancellation, or termination policy for students.

## **4.0 PLUS AGREES TO:**

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 engaging in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of PLUS' 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 all information provided by PLUS confidential, other than to the extent disclosure is required to perform the Services in accordance with the terms and conditions of this Agreement.

## **6.0 TERMINATION AGREEMENT**

6.1 This agreement may be terminated by either party by giving a minimum of thirty days' notice.

OR

PLUS may terminate this agreement with immediate effect (in writing) if the company becomes aware of, or reasonably suspects that the Partner or an employee or sub-contractor of the Partner has:

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6.1.1 Engaged in any dishonest practice, which includes, but is not limited to, advising prospective students that he or she may come to study on a student VISA with the primary purpose other than full time study.

6.1.2 Facilitated applications for prospective students who the Partner believes do not comply with VISA requirements.

6.1.4 Given a prospective student inaccurate information in relation to the program fee or the 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 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 Used any registered or unregistered 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 Parent's/Guardian'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 Termination of this Agreement the Partner must submit all Applications and fees from prospective students received up to the date of termination.

6.1.12 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

### **7.0 CHANGE OF CONTACT INFORMATION**

7.1 If either party changes postal address, telephone number or e-mail, the other party must be notified.

### **8.0 THE AGREEMENT**

8.1 This agreement and its schedules constitute the complete and full agreement between parties. The agreement replaces and supersedes any prior arrangement or Agreement between the parties.

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## 9.0 SPECIAL PROVISIONS

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

## 10.0 COMMERCIAL TERMS

10 PLUS will pay 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, by causes outside of PLUS' control that a group cancels or does not turn up at short notice.

If, 30 days prior to arrival, the availability of a centre has a level of international mix which differs from what the Partner was initially informed of by the PLUS sales representative, PLUS will inform the Partner accordingly.

If the Partner's priority is international mix, PLUS will advise on the availability of alternative centres which can guarantee the above.

The alternative centre will be as similar as possible to the one initially chosen.

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

The Partner will guarantee the number of students present by locking the Roster (on Vision) 30 days before departure.

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

### 10.2 Rosters

The Partner understands that each Group must be confirmed 30 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.

The following information is compulsory and must be completed on the roster:

- Student health/medical history
- Any current medication

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- Any special dietary requirements
- An emergency phone number (parent/guardian/agent)
- Parental consent for students to be included in any still and/or moving image video footage, photographs.

### 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 request a refund.

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

The walking tour is available on the PLUS App; a printed version will also be available in the campus manager's office 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.

No presentation/video or printed walking tour will be available for extra excursions which are not published as planned excursions.

To maintain PLUS' safeguarding requirements based on an adult/child ratio of 1:15, PLUS will provide adequate staff to accompany groups on excursions.

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

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 prior to arrival for this service to be booked and is subject to availability.

Price varies from location to location and the PLUS sales department will advise on payment terms and conditions.

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## 10.4 Add-ons

For any extra excursions and/or attractions the PLUS Add-on 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 cannot guarantee the dates, as all bookings are subject to availability.

In the event that desired dates are not available, PLUS will inform the Partner and any payment made can be used as credit for another extra excursion/attraction or can be refunded.

PLUS assumes no responsibility for any changes to the above nor 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

In the event that an attraction is not available on dates requested, PLUS will inform the Partner no later than 48 hours after payment is received.

PLUS will 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. will be treated as 'lost services' and no alternative will be offered; no request for compensation can be made by the Partner. PLUS will inform the Partner of these lost services.

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

## 10.5 Accommodation changes

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

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## 10.6 Manuals

### Group Leaders Manual

- Every Partner agrees that they have understood/acknowledged and agreed to the Group Leader role as explained in the Manual which can be downloaded from the Agent area on Vision.

### Activity Leader

- Every Partner agrees that they have understood/acknowledged and agreed to the Activity Leader role as explained in the Manual which can be downloaded from the Agent area on Vision.

## 10.7 Timetable

- In order for a centre to run smoothly and efficiently, it is understood that all students will adhere to the PLUS timetable for English lessons, activities and excursions as 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 and can be downloaded from the Agent area on Vision.

## 10.8 Complaints

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

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

- 1) Complaints need to be addressed (in writing) to the Campus Manager whose details can be found in the Agent area on Vision.
- 2) Please include the group's reference number in the email subject line.
- 3) Please CC Plus Head office at [plus@plus-ed.com](mailto:plus@plus-ed.com) and your sales representative.
- 4) All complaints will be dealt with within 48 hours. The Partner will receive a full report and/or on any solutions.

### Notes:

In the event that 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, the complaint cannot be submitted once students return to their own country. Any request for compensation will then be automatically void.

## 10.9 Change of Dates

If, within 30 days of departure, the Partner advises of a change of date(s) this may incur additional costs assuming they still require the same type of services published on the PLUS website.

By changing dates some services may be lost due to a centre's schedule having been pre-planned.



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PLUS will inform the Partner on any extra costs (if applicable).

## 10.10 Medical Assistance

As a service provider of education and language courses, PLUS is not responsible for providing professional medical assistance. Each Partner should ensure their group(s) 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 a booking is accepted and confirmed, the Partner agrees to pay a non-refundable deposit (per person) of £100 for the UK, €100 for Ireland and \$100 for the USA. If the deposit is not received by the date indicated, places will be automatically released with no further communication. Partial payments, payments 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 which is payable 30 days prior to 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

Payment of the appropriate fees secures groups with the provision of 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). Changes of services, facilities or programme dates are avoided whenever possible. On the rare occasions (generally due to circumstances beyond PLUS' control, or where bookings in a centre do not reach the minimum numbers required to viably operate it) changes may be necessary. In these circumstances PLUS will either offer equivalent services/facilities or will 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 causes outside their control.

There is no reduction in course fees if a course falls on a public holiday.

### 5 INSURANCE

The Partner shall, at its own expense, obtain and maintain throughout the duration of the courses, insurance cover with a reputable insurance company for public liability, event and personal injury

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liability 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 client. Copies of all such insurance policies and evidence that all premiums have been paid shall be available to and presented PLUS on 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 SAFEGUARDING CHILDREN 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 fluent English. Group Leaders MUST undergo a criminal background check or provide evidence of a police check in their own country.

### 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 as set out in PLUS' Safeguarding and Child Protection Policy. Group leaders' duties and responsibilities are well defined and included in the Handbook which all group leaders must read prior to departure. Partners/schools are required to provide a copy of the GL Handbook to all individuals accompanying groups of under 18s and draw their attention to the paramount importance of student Safeguarding. Group Leaders are required to sign a statement of acceptance in adhering to PLUS' student safeguarding and welfare requirements prior to their departure.

## 7 PAYMENT

The balance (with final number of students) is due 30 days prior to the date of arrival. 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 credited on the date indicated, all partner bookings will be subject to immediate release and the deposit paid will be forfeited.

## 8 CANCELLATION FEES

In the event of cancellations, no refund will be made for deposits paid. The following penalties will also be incurred (as per PLUS' standard Terms and Conditions). For cancellations made:

- 21 days prior to arrival, 70% of the total package cost is retained
- 7 days prior to arrival, 100% of the total package cost is retained.

## 9 SCHOOL REGULATIONS

PLUS operates a zero-tolerance policy on the possession and/or use of drugs, alcohol, tobacco products (including e-cigarettes and vaping products) violence, racism, bullying and classroom disruption. These will not be tolerated at any centre, during activities or when on excursions. Students are expected to abide by PLUS' regulations and demonstrate reasonable standards of

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conduct within and outside the classroom. Failure to do so will result in expulsion. In this case, no refunds will be given.

## 10 VISA STUDENTS

If, despite 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 receipt of a copy of the formal Embassy document confirming such refusal. Cancellation charges still apply (Please refer to section 8 of PLUS' Terms and Conditions).

## 11 FORCE MAJEURE

If PLUS or the Partner 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 breach of this Agreement.

## 12. PROPER LAW

These Terms & Conditions are construed in accordance with 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.

## PARTNER INFORMATION

Agency's Name: .....

E-Mail Address: .....

Postal Address: .....

Phone Number: .....

Representative's Name: .....

Signature:

Date: