

PARTNERSHIP AGREEMENT LANGUAGE EDUCATION

Agreement Between:

Professional Linguistic & University Studies Ltd referred as (PLUS)

AND

Partner (Company Name and address) _____

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.

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 documents.
- 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.

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.

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:

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.

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.

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 following the booking procedure set in our Terms and Co on the website.

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

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

Any food allergies and special dietary requirements must be completed on the roster.

Student health and medical history and any current medication must not be recorded on the roster. This information must be recorded in full on the parental consent form completed by each student's parent or guardian. The agent is responsible for ensuring that a completed parental consent form is held for every student, that the group leader carries all parental consent forms on arrival, and that the group leader is briefed on the medical information that must be conveyed to the campus manager. The group leader will communicate this information to the campus manager at the Welcome Meeting held on arrival.

10.3 Excursions

Planned Excursions

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.

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.

Any difference from the PLUS standard package advertised on the website 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.

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 PLUS website.

10.7 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 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.

10.8 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

All booking, payment, deposit, cancellation, services, insurance, liability, safeguarding, accommodation, force majeure and related operational matters are governed by PLUS' Terms & Conditions published at www.plus-ed.com, as updated from time to time. Those Terms & Conditions form part of, and are incorporated into, this Agreement, and by submitting a Booking Application the Partner agrees to be bound by them. These Terms & Conditions are construed in accordance with English Law and the Commercial Court of London shall have exclusive jurisdiction over any judicial proceedings, save for disputes referred to arbitration under the Rules of the International Chamber of Commerce of London.



PARTNER INFORMATION

Agency's Name: _____

E-Mail Address: _____

Address: _____

Representative's Name:

Mr/Ms/Mrs _____

Signature: _____

Date: _____