



Oxford House College

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Agent Student Recruitment Agreement

THIS AGREEMENT

Between

- **Oxford House (Holdings) Ltd**
(Trading as *Oxford House College*) and **Richmond Language Training Ltd** (thereafter referred to as **OHC**)

of

30 Oxford St London, W1D 1AU (Head Office)
15 King Edward St Oxford, OX1 4HT
8 Tiddington Road Stratford-upon-Avon, CV37 7AE
32 Hill Street, Richmond, Greater London, Surrey, TW9 1TW

and

Efigie Educacional, Viagens e Turismo Ltda.

of

Address: Rua Saint Hilairy, 289, Bosque, Campinas- SP Brazil Post Code: 130026-302
Telephone / FAX: +55 19 41411515
e-mail / website: lara@efigieeducacional.com.br / www.efigieeducacional.com.br

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London W1D 1AU
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AGREEMENT PROVIDES:

Appointment

1. OHC appoint **Efigie Educacional, Viagens e Turismo Ltda.** to provide services in United Kingdom and off-shore as detailed in this Agreement in relation to the recruitment of students to OHC.

Duration

2. This Agreement will commence on **04/01/2013**, and shall continue for the period of two years, subject to clause 5.

Obligations of Efigie Educacional, Viagens e Turismo Ltda.

- 3.1 To actively promote OHC, by using local knowledge of developments and OHC provided promotional material exclusively and without amendment
- 3.2 To actively recruit students for OHC across the full range of courses offered by OHC
- 3.3 To collect tuition fee deposits and other student payments and remit to OHC by electronic transfer or bank draft within seven (7) days of collection
- 3.4 To forward to OHC without delay applications from prospective students together with other appropriate documentation

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- 3.5 To assist prospective students with the formal requirements involved in applying for admissions to OHC, in obtaining visa and travel documents and with general counselling about courses and admission requirements.
- 3.6 To maintain accurate records, including accounting records, in respect to activities for OHC.
- 3.7 To seek immediate clarification from OHC in regard to any matters of uncertainty pertaining to the agent's duties or advice to potential students
- 3.8 To seek the prior approval of OHC for the expenditure, content and timing of any advertising campaign. Documentary evidence must be provided with any claims for reimbursement of advertising expenses
- 3.9 To promote the courses with integrity and accuracy and recruit students in an ethical, honest and responsible manner
- 3.10 To inform prospective students accurately of the requirements of the courses
- 3.11 To comply with the requirements of the UK Border Agency and relevant United Kingdom laws pertaining to the recruitment and advice of students. In signing this agreement **Efigie Educacional, Viagens e Turismo Ltda.** hereby acknowledges that it is their responsibility to ensure all their staff and affiliated agencies have understand and abide by the UK Border Agency best practise in recruiting students.
- 3.12 **Efigie Educacional, Viagens e Turismo Ltda.** agrees to meet with a representative of the OHC at regular intervals (minimum twice yearly) to undertake a review of agent practices and procedures. The agent is to provide evidence and documentation covering all marketing, sales and recruitment activities undertaken as an agent of the OHC.



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- 3.13 The agent must accept the right of the OHC to disagree with and stop any activity that is considered by the OHC to be non-compliant with legislation, OHC requirements or agreed terms and responsibilities. If such activities are continued the OHC reserves the right to terminate the Agent's contract immediately. Where the OHC becomes aware of, or reasonably suspects, the engagement by the education agent, or an employee or sub contractor of that agent, of the conduct that is listed below, OHC will terminate the agreement with the education agent.

OHC will not accept students from an education agent or enter into an agreement with an education agent if it knows or reasonably suspects the education agent to be:

- a) Engaged in, or to have previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations for Tier 4 Sponsors*
- b) Facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa.*
- c) Providing immigration advice where not authorised to do so.*

- 3.14 **Efigie Educacional, Viagens e Turismo Ltda.** agrees to ensure that prospective students are bona fide applicants who satisfy the minimum entry requirements for their selected course of study and have all requisite documentation for study in the UK. The College reserves the right to determine the suitability of students for particular study programmes on the basis of the corresponding predetermined entry requirements and any other relevant considerations. Accordingly, the College also reserves the right to refuse admission to prospective students.

- 3.15 To refund the agents' commission, or part thereof, to the College or student as required by OHC, when OHC has been obliged as per the published refund policy to refund all or part of the course fees. Refund of commission to the student will be within 28 days of the refund request, or to the school within 14 days of the refund request.

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Obligation of Oxford House College (OHC)

- 4.1 To pay a commission to **Efigie Educacional, Viagens e Turismo Ltda.** for the recruitment of students, payable upon receipt of the tuition fees from students and issue of an invoice from **Efigie Educacional, Viagens e Turismo Ltda.**
- 4.2 To pay the commission at the rate of:-
- **25%** of commissionable tuition fees for EFL courses
- 4.3 To provide **Efigie Educacional, Viagens e Turismo Ltda.** with sufficient promotional material to meet its obligations under clause 3.1 above

Termination

- 5.1 This Agreement may be terminated by either party by giving thirty (30) days written notice
- 5.2 Either party may terminate this Agreement by written notice to the other, such notice to be effective immediately, if
- a) either party commits or allows to be committed a breach of any material obligation of this Agreement and does not within fourteen (14) days of receipt of notice in writing from the other party make good the break (where such break is capable of being remedied);
 - b) either party is the subject of winding up or liquidation proceedings, whether voluntary or compulsory;
 - c) either party becomes insolvent or has a receiver appointed or enters into an arrangement with its creditors.
- 5.3 OHC may terminate the agreement on evidence that **Efigie Educacional, Viagens e Turismo Ltda.** has breached best practice as determined in 3.13 above.



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At Termination

- 6.1 In the event of termination, **Efigie Educacional, Viagens e Turismo Ltda.** shall immediately
- a) Pay to OHC any outstanding fees or payments due to OHC
 - b) Return to OHC all promotional material held in relation to OHC
- 6.2 OHC shall pay such outstanding commission as is due up to the date of termination but no further commission shall be payable

Whole Agreement

7. The parties acknowledge that;
- a) the whole of the agreement between the parties is contained in this Agreement; and;
 - b) there are no agreements, understandings, other terms whether expressed;
 - c) or implied, or collateral agreements enforce or effect between the parties;
 - d) that are not contained in this Agreement.

Variations

8. No variation to this Agreement shall be binding unless that variation is in writing and signed by both parties to the Agreement

Waiver

- 9.1 Any waiver shall be an effective waiver only if the waiver is expressly set out in writing and signed by the party making the waiver
- 9.2 Any failure by OHC to enforce its rights under this Agreement shall not be regarded as a waiver of the terms of this Agreement

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Costs

10. Each party will pay its own costs and incidentals to the preparation and execution of this Agreement

Applicable Law

11. This Agreement is made in and is subject to the exclusive laws in United Kingdom.

Efigie Educacional, Viagens e Turismo Ltda. irrevocably submits to the non-exclusive jurisdiction of the Courts of United Kingdom and Courts of Appeal from them and/or any relevant tribunals for determining any dispute concerning this agreement. OHC may legally assign any of our rights and obligations under this agreement at any time by giving you notice.

Service of Notices

12. Any notice to be given or served by one party upon the other pursuant to this Agreement shall be sufficiently served if:
 - a) sent by prepaid post to the office of the party appearing upon this agreement, or; to the address of the party last known to the party serving such notice;
 - b) sent by facsimile transmission;
 - c) sent by e-mail transmission.

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SIGNATURE OF PARTIES

Signed by **Lara Crivelaro**
For and on behalf of
Efigie Educacional, Viagens e Turismo Ltda.

Efigie Educacional, Viagens e Turismo Ltda.

Signature of Witness

Signed by **Mr Terry Malone**
For and on behalf of
Oxford House College

For Oxford House College

Signature of Witness

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