



# Oxford College of Education

**For country or division regional office please contact us directly**

## Agent Application form

**Please fill it on capital letter**

Date

### Director Details

Title	
First Name	
Surname	
Nationality	
Mobile	
Email	
Permanent address	
Office address	
Website	

### Reference

First Reference	Second reference
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# Oxford College of Education

Is your business registered? If so provide licence number?

Business established date?

How many branches & staffs working (part time and full time)?

Have you ever had bankruptcy?

What is VISA success rate?

How do you monitor academic suitability of student?

How do you monitor English Language Level?

How do you monitor the financial viability of the student?

How do you market your service?



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How many applications can be send to OCE in a year?

What is the percentage success rate of applications to ENROLMENT?

Do you keep in touch with your students after getting VISA?

How do you monitor how successful your students academically?

How often do you visit your college/university/institute you represent?

How do you keep up to date with current VISA regulations?

Do you charge the student for the services? If so, how much?

THIS AGREEMENT is dated:

PARTIES- 1

Oxford College of Education  
649 London Road, High Wycombe -Buckinghamshire.  
Phone: +44 1494 256340  
Mobile: + 44 798 456 7735



# Oxford College of Education

Email: [admissions@oxfordce.co.uk](mailto:admissions@oxfordce.co.uk)  
Web: [www.oxfordce.co.uk](http://www.oxfordce.co.uk)

parties – 2 Agent

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## AGREED TERMS

### APPOINTMENT

OXFORD COLLEGE OF EDUCATION appoints the Agent to act as an educational agent for student recruitment in under the terms of this Agreement.

### EXCLUSIVITY

The Agent's Appointment under this Agreement is on a non-exclusive basis in respect of all College programmes

### AGREEMENT DURATION

This Agreement shall come into force on the day it is signed and shall continue in force unless otherwise terminated an initial period of one year.

Upon the expiry of the initial term, this Agreement shall automatically renew on the same terms and conditions stipulated herein, unless either Party has given the other at least 30 days' notice that it does not wish for the Agreement to renew

### AGENT'S OBLIGATIONS

The Agent shall always act in good faith and with fairness, consideration and objectivity.

The Agent shall actively promote College courses to prospective students, utilising local knowledge of student needs and market trends, and with specific regard to individual student needs, background and academic and career aspirations.

#### The Agent shall:

- At all times abide by the College Code of Conduct for Educational Agents, including the Marketing Guidelines
- Forward to College without delay application forms from prospective students together with other appropriate documentation (as communicated to the Agent by the College from time to time);



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- Provide prospective students with independent and truthful advice with respect to the College, its programmes, travel to their country and campus of study (including any immigration and visa requirements) and cost of living information;
- Keep adequate records of its correspondence and consultation with prospective students; and
- Inform the College of market developments and emerging trends in student demand and preferences

The Agent shall not and is not permitted to recruit students that intend to or are in receipt of UK government funding.

## THE COLLEGE OBLIGATIONS

The College shall always act in good faith and with fairness, consideration and objectivity, The College shall:

- ✚ College shall Provide the Agent with training and information about the College's programmes, admissions criteria and any updates thereof;
- ✚ Provide reasonably sufficient promotional material and information
- ✚ Offer admission to students recruited by the Agent who meet the College's entry

## ASSIGNMENT AND SUB-AGENTS

- ✚ The Agent is not permitted to delegate its responsibilities under this Agreement to sub-agents without the prior written consent of the College.
- ✚ All Agreements between the Agent and any sub-agent must be approved by the College in writing
- ✚ When appointing any sub-agents the Agent must take care to ensure sub-agents abide by the College Code of Conduct for Educational Agents. It is agreed that any breach by a sub-agent of the College Code of Conduct for Educational Agents may lead to summary termination of this Agreement.
- ✚ The Agent is not allowed to assign any of its rights under this Agreement to any third-party (including sub-agents) and nothing in this agreement shall be construed to establish a contractual relationship between the College and any sub-agents.

## FINANCIAL ARRANGEMENTS

- In consideration for providing student recruitment services to the College, the College shall pay the agent commission after student enrolment and within three months maximum in accordance with the rates and targets set out in the Schedule.
- Upon reasonable notice to the Agent the College reserves the right to amend the commission rates in the Schedule from time to time to reflect changes to the College's courses or market conditions.



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- The Agent shall provide the College with an invoice, accompanied by a statement of the names, student numbers, programme of study and fees paid in respect of students recruited by the Agent
- All invoice amounts shall be in £GBP and be presented to the College in frequency of between once in every one month to every six months.
- All commission payments shall be in respect of fees paid by students and received (in cleared funds) by the College, net of any refunds and inclusive of value added tax or any other similar tax or levy.
- The College reserves the right to deduct the sum of any overpayments that arise due to refunds from future commission claims.
- Upon receipt and verification of the invoice the College shall pay the Agent any commission sums due in respect of monies paid by students recruited by the Agent within 30 days of receipt of the invoice (or such other time frame as may be agreed to in writing by the Parties).
- The College reserves the right to request the agent to provide evidence of its correspondence with the advice to any prospective student in respect of which commission is claimed. The College reserves the right to refuse to or withhold and refuse payment where such evidence is not forthcoming or proper.
- The Agent shall be solely responsible for its operational and marketing expenses. The College shall only be liable for marketing expenses agreed to in advance and in writing by the College and incurred by the Agent in exclusively promoting the College and its programmes. The College reserves the right to request invoices or other suitable evidence of payment before reimbursement of pre-approved expenses will be made.
- The Agent is not authorised to accept any payment including cash, cheque, bank transfer, credit or debit card payments on behalf of the College. All student payments must be made in favour of the College and to the College's accounts.
- The College reserves the right to change its refund policy from time to time. The Agent will adhere to the prevailing refund policy of the College as amended from time to time and will inform prospective students of this clause.
- The College reserves the right to deduct commission from the Agent in the event the student is entitled to a refund.
- For the avoidance of doubt in the event the Agent has paid on behalf of the student the Agent will be solely responsible for the refund payment.
- For the avoidance of doubt, the College reserves the right to bring a claim for future commission claims, in the event the agency contract is terminated and/or there are no pending Agent invoices.

## MARKETING MATERIALS AND THE MARKETING GUIDELINES

- All marketing communications bearing the College name and/or logo and/or the names of the College and its programmes, partners, students, employers, and directors must adhere to the Marketing Guidelines and be approved, prior to publication, by the College. Marketing communications include public announcements, press releases, websites, prospectuses, brochures, advertising and any other communications available either to the public or to any third Party.



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- If the material submitted for approval is not in English, the College will require an English translation.

## LANGUAGE

- This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text shall prevail.
- Any notice given under or about this Agreement shall be in the English language.

## NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party

## TERMINATION

- ❖ Any Party may terminate this Agreement at any time by giving the other Party no less than three (3) months' written notice.
- ❖ Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, any Party may terminate this Agreement without notice if the other Party is in breach of its obligations under this Agreement, and if the breach is capable of remedy, it has failed to remedy the breach within 14 days of receiving written notice from the other Party notifying it of the breach and demanding its remedy
- ❖ The College may terminate this Agreement at any time and without notice if the Agent:
- ❖ repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- ❖ suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts;
- ❖ commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- ❖ a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company);
- ❖ is the subject of a bankruptcy petition or order;
- ❖ (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

## CONSEQUENCES OF TERMINATION

- Other than as set out in this Agreement, neither Party shall have any further obligation to the other under this Agreement after its termination.
- Upon termination of this Agreement the Agent must cease all recruitment activities and must not hold itself out to be associated with the College.
- Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.



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- Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination

## CONFIDENTIALITY AND DATA PROTECTION

- Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs,
- Each Party may disclose the other Party's confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply as may be required by law, court order or any governmental or regulatory authority.
- The Agent acknowledges its obligations in respect of student confidential information under the UK Data Protection Act and represents and warrants to the College it has adequate systems in place to comply with the requirements of the Act.
- Both Parties consent that during the duration of this Agreement, either Party may disclose the existence of this Agreement (but not its specific terms) and the other Party's basic contact details to any third Parties. The Agent agrees to keep confidential the specific terms of the Agreement, including, but not limited to, commission rates and targets.
- No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

## ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties in respect of the Payment and supersedes all previous drafts, Agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter

## CONFLICT WITH OTHER AGREEMENTS

If there is an inconsistency between any of the provisions of this Agreement and the provisions of any previous Agreements between the Parties (either oral or written), the provisions of this Agreement shall prevail.

## VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## NOTICES

Any notice or other communication required to be given to a Party under or about this contract shall be in writing.

## COUNTERPARTS





# Oxford College of Education

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

## THIRD PARTY RIGHTS

No person other than a Party to this Agreement shall have any rights to enforce any term of this Agreement (except for the right of the College's and associated companies to enforce the terms of this Agreement)

## GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or about it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of UK.

### Commission Rates and Targets

Student: 1 - 10	20% whatever paid up to enrolment
10-15	25%
15 or more	30%

### College Code of Conduct for Educational Agents

This document sets out the general principles of cooperation and expectations by the OXFORD COLLEGE OF EDUCATION of educational agents working with the College on recruiting international students. It is meant as a guide as to general principles and it is expected that agents will maintain the highest standards of integrity, honesty and professional conduct always, and will abide by the specific terms and conditions set out in their contracts. Agents should always act in good faith and with fairness, consideration and objectivity.

The following sets rules of conduct as applying to educational agents, whether acting as sole proprietors, partnerships or limited companies.

Agents are expected to:



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- ❖ Demonstrate appropriate attributes and abilities to competently service the legitimate needs of international students. OXFORD COLLEGE OF EDUCATION conducts due diligence on the financial strength and governance structure of agents; agents are responsible to notify OXFORD COLLEGE OF EDUCATION of any material changes in their ownership, governance and control or financial situation. Agents must do nothing to support or encourage illegal actions.
- ❖ Accurately represent areas of competence, education, training and experience.
- ❖ Maintain the confidentiality and integrity of information about student and communications with students. Agents must always comply with local data protection laws and any policy of the adviser's employing organisation on confidentiality and record keeping, as well as the provisions of the UK Data Protection Act. Agents should ensure that information about any circumstances in which information may be disclosed without prior authorisation is available to students.
- ❖ Refrain from unjustified or inappropriate criticism of other educational representatives or institutions and seek to resolve any conflict of advice directly with the party concerned in a professional manner.
- ❖ Establish appropriate resources and procedures needed to provide professional support services to international students and institutions.
- ❖ Keep themselves informed, as may be relevant to their areas of advice of developments in statutory and case law, regulations, immigration rules and procedures, institutional policies and other codes through Continuing Professional Development. Agents should be aware of the difference between information, advice and counselling and be able to recommend qualified counselling assistance to students who may benefit from it.
- ❖ Recognise the boundaries of their qualifications and competence, making appropriate referrals when situations fall outside them. Agents must not, however, provide advice which is subject to regulation unless they are appropriately accredited / licensed to provide such advice. It must always be made clear to students what kind of advice is the agent authorised to provide.
- ❖ Provide both OXFORD COLLEGE OF EDUCATION and students with information they need in a timely manner and not withhold relevant information.
- ❖ Provide a representative voice regarding issues that are of importance to students and the College.
- ❖ Provide the range of services required by their agreement with OXFORD COLLEGE OF EDUCATION to ensure cooperative delivery of quality support to international students.
- ❖ Respond to student and OXFORD COLLEGE OF EDUCATION communications in a prompt and timely manner.
- ❖ Not discriminate, or tolerate discrimination on the part of others, based on ethnic or national origins, gender, sexual orientation, religion, disability or age.
- ❖ Be aware of, and show appropriate sensitivity to and respect for, other cultures and value systems.
- ❖ Act in the best interests of the student, while respecting institutional policies, statutory and legal requirements and the legitimate interests of sponsors.
- ❖ Be principally concerned with the personal, social, educational and career needs of the students.
- ❖ Advertise in strict adherence with the Marketing Guidelines provided by OXFORD COLLEGE OF EDUCATION and in any case, advertise in an ethical manner by not engaging in false, misleading or damaging advertising.
- ❖ Continually monitor their own effectiveness and the effectiveness of their staff as professionals and take steps to improve when necessary.



# Oxford College of Education

Signed by for and on behalf of Oxford College of Education

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Signed by for and on behalf of ("the Agent")

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