

Agency and Partner Agreement Policy

Definitions

Agency: this is an official company that has dedicated activities to promoting study courses and registering students. They are seen as responsible for the booking, the arrangement of visas, of ensuring the student understands inlingua Leeds policies and liaising with the family and student pre-arrival. They receive payment for their services through commission at the rate stated below.

Partner: this is a person who is recognised by inlingua Leeds as someone who promotes inlingua Leeds courses and activities. This person will be responsible for guiding the student through the booking, arrangement of visas, inlingua Leeds policies and so on and will be helped by inlingua Leeds to ensure a smooth booking process. They receive payment for their services through commission at the rate stated below.

Commission: this is the percentage of the total course fees given to the agent/partner as compensation for their work promoting inlingua Leeds courses. This can only be issued when the full payment has been received and confirmed by inlingua Leeds. Commission will only be issued if the agent/partner has carried out their duties to a good standard. Commission will only be issued on total inlingua Leeds course fees. Commission cannot be given on:

- accommodation or associated costs
- travel costs
- visa costs
- materials costs
- trips/excursions/social activities costs
- insurance costs

Commission rates are set in this document and can only be renegotiated in writing. If an agent/partner or inlingua Leeds wishes to amend the rate of commission, a formal meeting between the management of both parties must be held either in person or via Skype to discuss the reasoning behind this change. inlingua Leeds reserves the right to refuse any increases in commission based on the agent's/partner's performance.

Commission offered on university courses for students who progress from inlingua Leeds are on a case by case basis and dependent on what the policy of that particular university is. inlingua Leeds will try to ensure that all agents know the conditions of what (if any) commission is available from universities their students are interested in.

Academic year: An academic year contains two semesters, the first semester usually starting in September to December and the second semester from January to May, including exam weeks. An academic year is 34 weeks total. For courses that run on continuous enrolment (for example, General English), students can join at any point over the year, including the Summer Semester, from May to August.

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Terms and Conditions

This policy document sets out the Terms and Conditions for agencies and partners working with inlingua Leeds. In this document, the terms 'agent' and 'partner' may be used interchangeably to represent either companies or individuals who work with inlingua Leeds to acquire students.

The agent's appointment under this agreement is on a non-exclusive basis for all inlingua Leeds courses.

inlingua Leeds agrees:

- To allow the agent to use the inlingua Leeds name, logo and IP or associated marks for the purposes solely of promoting inlingua Leeds courses. The agent can use inlingua Leeds created materials, that will be provided, or inlingua Leeds approved materials that they create/translate/make suitable for their market.
- To provide the agent with sufficient brochures and promotional material for the agent to promote the courses effectively, providing that the agent has given, and inlingua Leeds has agreed, notice of its requirements at least 21 days before they are required. These materials will be reissued when any changes are made.
- To provide the courses in accordance with the description and price as defined in the published fees list.
- To pay the agent the commission rate on commissionable bookings.

The agent agrees:

- To use its best endeavours to promote inlingua Leeds courses and to pay for such local advertising and promotion as the agent shall determine is appropriate for the performance of its obligations. The agent must not use the inlingua Leeds logo to trade under or to make business contracts or commitments on behalf of inlingua Leeds. The agent will not make or hold inlingua Leeds responsible for any of the agent's business and third-party dealings.
- To abide by inlingua Leeds's Admission, Payment and Cancellation terms and other conditions in inlingua Leeds's policies.
- To make sure that any potential student understands the role of the agent and the role of inlingua Leeds at the time of booking, and who should be approached about issues.
- To treat as confidential the intellectual property of inlingua Leeds, and to return to inlingua Leeds, if this Agreement is terminated whether by expiry or by Notice, any brochures, documents, pictures (whether in electronic or paper format) or any other publicity material that refers to inlingua Leeds or its courses.

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- To provide clear and accurate information to potential and actual students about inlingua Leeds and its courses. inlingua Leeds cannot be held liable for complaints if inaccurate information has been given by the agent, and in such cases, inlingua Leeds cannot mediate in any disputes. No refunds will be issued, and commission may be withheld if necessary. If the agent has deliberately misled the student, then inlingua Leeds will terminate the partnership.
- To conduct interviews with proposed students and contacts interested in applying for inlingua Leeds courses with a view to recruiting for inlingua Leeds.
- To process applications following such interviews and coordinate all administrative procedures associated with enrolling students onto inlingua Leeds courses.
- To ensure all relevant documents are collected to support visa applications.
- To check authenticity of all application and visa supporting documents.
- To ensure that correct details (including age and language level, secure language test) are sent to inlingua Leeds at the time of the booking.
- To, if necessary, deliver inlingua Leeds and NCC Education English language assessments within the agency building in order to ensure accurate results. Students who arrive at a too low level to progress onto their chosen course will not be allowed to start their course, no refund will be given and no commission will be given.
- To, if necessary, organise or complete the accurate translation of education certificates from their language into English for the purposes of processing an inlingua Leeds application.
- To promptly inform inlingua Leeds of any complaint or enquiry concerning a course that is received by the agent after the processing of the relevant application.
- Not to attempt to communicate directly with any host company used by inlingua Leeds. This includes sending literature concerning the agent's services via students sent, or using the student to advocate the agent's services to the host company. This policy extends to universities.
- To ensure that any invoices addressed to the agent for any students funded by governments, grant agencies, embassies and any other funding sources are paid according to the terms and conditions of this agreement.
- To return all original inlingua Leeds documents to inlingua Leeds in the case of visa refusal and to verify that any visas that may have been granted have been cancelled in case of refund applications.
- To maintain up to date knowledge of UKVI immigration guidance, rules and procedures and to abide by all procedures as required by inlingua Leeds, concerning immigration rules, regulations and recruitment requirements. This includes but is not exhaustive to correctly assessing the student's intention and ability to study. Agents must assess and provide full information on a student's personal and financial circumstances and evaluate the student's educational background and ability to complete the course.

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- To maintain up to date knowledge of the courses being offered by inlingua Leeds, its policies and environment as well as more general developments in education and life in the UK. Agents are encouraged to visit inlingua Leeds to familiarise themselves with our facilities and courses.
- To promote inlingua Leeds accurately and in line with inlingua Leeds's own promotional materials. Although agents are allowed to create their own materials in their language to promote inlingua Leeds and its courses, all information must be accurate and cannot give a false impression. inlingua Leeds reserves the right to inspect any promotional material created at any time and will provide promotional posters and materials when asked to help agencies.
- To ensure that students have a realistic understanding of their ability and progression options from an inlingua Leeds course, to avoid misleading or disappointing students. inlingua Leeds is happy to offer guidance and training to agencies on what students can realistically achieve.

Monitoring of Agent Performance

An agent's performance will be monitored, in terms of the number of visa refusals, number of students who fail to enrol or complete the course, student attendance and student feedback. inlingua Leeds will terminate any agreement with an agent that does not meet its standards in these areas. All up to date student Recruitment Procedures and Application Documents can be found on the inlingua Leeds website. inlingua Leeds requires that all agents review the website and keep up to date with all changes and updates that are published. Our agents are our representatives and we expect them to adhere to all responsibilities as required by inlingua Leeds in accordance with UK Visa and Immigration rules and regulations.

Agencies who have not managed to secure one student booking during a 12-month period will have their contracts terminated. Should there be a reasonable explanation for this failure, it is the responsibility of the Agent to ensure that this is provided before the 12 month deadline and ensure that inlingua Leeds management has agreed that this reason is enough to provide a pardon.

Assigning sub-agents

The agent is permitted to delegate its responsibilities under this Agreement to sub-agents. All agreements between the agent and any sub-agent must be approved by inlingua Leeds in writing. When appointing sub-agents, the agent must take care to ensure the sub-agent abides by the expected codes of conduct described in this document. It is advisable that agents share this document with sub-agents to highlight their duties. It is agreed that any breach by a sub-agent of the agreement 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 clause shall be construed to establish a contractual relationship between inlingua Leeds and any sub-agent.

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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 to any customer, client or supplier of the other party or of any member of the group of companies to which the party belongs. The agent acknowledges its obligations in respect of student confidential information under the Data Protection Act 1998 and GDPR and represents and assures inlingua Leeds it has adequate systems in place to comply with the requirements of these regulations.

Insurance

inlingua Leeds requires the agent to demonstrate that all students who wish to book through them are adequately covered by insurance against any risks that could occur during the whole period of their courses, including travelling to and from their place of origin. For the safety of students and in line with the policies of inlingua Leeds, inlingua Leeds reserves the right to refuse any booking if, at inlingua Leeds's sole discretion, they are considered to be inadequately insured. Notwithstanding this clause, neither the agent nor the clients or students shall have any claim against inlingua Leeds in the event that insurance coverage is inadequate. inlingua Leeds cannot be held responsible for any loss or injury caused to any person associated with this agreement. The agent hereby undertakes to make the anyone booking aware of this clause.

Defaults in duties

If the agent shall default in the performance of duties, inlingua Leeds shall give written notice of such default. If such fault is not rectified within 10 working days after the issue of the said notice, inlingua Leeds shall have the right to terminate the agreement. If inlingua Leeds terminates the agreement it shall do so in writing to the email address given and a paper letter may be sent if necessary.

Force majeure

inlingua Leeds shall not be responsible for or deemed to be in default by reason of delays in or failure of performance of this agreement due to causes beyond its reasonable control. This includes but is not limited to: civil war, war between nations, insurrections, strikes, riots, fires, floods, explosions, earthquakes, serious accidents, any act of government, governmental priorities, allocations, regulations, or orders affecting materials or facilities, acts of God or the public enemy, failure of transportation, epidemics, flu, quarantine restrictions, or labour trouble causing cessation, slow down or interruption of work and failure of suppliers and sub-contractors to furnish labour or materials within their contractual delivery times.

inlingua Leeds does not guarantee a visa and inlingua Leeds cannot be held responsible for any visa refusals or incorrect visas being issued by UK Visas and Immigration. Refunds are not issued for visa refusals. The agent must not state that inlingua Leeds, or their own agency, when promoting inlingua Leeds courses can guarantee a visa. Agents must also ensure that students understand that, to progress onto a university course in the UK, they must apply for a Tier 4 visa with the university, and that they must return to their country during that application. inlingua Leeds cannot take

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responsibility for the Tier 4 visa application process or for any refusals that mean a student cannot progress onto university.

Behaviour

As a representative of inlingua Leeds, all agents are expected to work within guidelines and behave appropriately towards others. If inlingua Leeds receives complaints or reports about inappropriate behaviour from students, staff or other associates, then the agreement will be terminated and that agent can no longer work with inlingua Leeds.

inlingua Leeds also reserves the right to remove students whose behaviour is inappropriate, unsatisfactory or whose continued presence is undesirable from any of its courses. Under these circumstances no refund shall be given. It will be the responsibility of the agent to arrange alternative accommodation and travel for students who have been removed from an inlingua Leeds course. This applies to all courses.

Refunds

For more details on refunds from inlingua Leeds, please see the Cancellation and Refund Policy.

All refunds will be paid to the payee only.

All refunds will be in GBP.

Except under the terms of the Cancellation and Refund Policy, no refunds are given.

Commission is not paid on refunded monies.

Courier charges

In all cases where inlingua Leeds has been requested to mail documents by courier service, courier fees must be paid for by the agent, regardless of subsequent bookings.

Amendments

inlingua Leeds retains the right to cancel courses, merge or close routes subject to accepted student numbers. Please see the Cancellation and Refund Policy for further information on the scenarios in which this might happen. inlingua Leeds reserves the right to change aspects of the student's booking, including but not limited to: the accommodation, class timings, teachers, class location and extras included of the student at short notice, as the need may arise, to other options of an equivalent standard. The student shall have no right to compensation in such an event.

The majority of inlingua Leeds have a defined start and end date, which students must abide by. inlingua Leeds will not refund any portion of a course missed due to late arrival or other reasons, even if this has been approved by inlingua Leeds management. For courses on continuous enrolment, inlingua Leeds will not extend courses free of charge if the student shall be absent for any period during the course. Late arrival does not entitle the student to any extension without

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payment of the appropriate fee. Accommodation fees are non-refundable after the course has commenced. Full accommodation fees will apply even if the accommodation is cancelled.

Fees

inlingua Leeds sets fixed fees for all its courses. Agents must not change these fees under any circumstances.

All prices are clearly displayed on marketing material provided to agents and agents should contact inlingua Leeds directly if students wish to negotiate. Bookings made for prices that have not been approved by inlingua Leeds will be rejected.

For university preparation courses, prices are set per academic year. Commission is paid upon full payment of student to inlingua Leeds.

The agent is responsible for ensuring that the full gross student payment is paid to inlingua Leeds before any commission will be paid. All payments are subject to the terms and conditions in our Payment Policy.

Accommodation and extras

Students who book through an agent can individually apply to inlingua Leeds for accommodation services and extras through inlingua Leeds. Agents do not receive commission on these regardless of how they are booked.

Students are subject to the terms and conditions set out in individual policies. Please see these on our website or ask for further information.

Commission rates

inlingua Leeds reserves the right to take into account the behaviour, quality and attendance of previous bookings before offering the increased commission rates. These commission rates are only available on students who have successfully completed bookings/are due to successfully complete bookings. Students who either do not successfully start or complete a booking will not be counted in this calculation.

Agencies sending sponsored students are subject to the same conditions but different rates of commission.

Cancellations and Refunds

All bookings at inlingua Leeds are subject to the Cancellation and Refund Policy. All agents must ensure they are familiar with this and ensure that students making bookings also understand this. Any complaints about this can be passed onto inlingua Leeds or our accreditors, EnglishUK.

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Group bookings

Agents who send groups of students (more than 5 students) will be subject to the same conditions as those who send individual students. A group of students is defined as more than 5 students who are arriving together on the dates and from the same agent. Students do not need to know each other for them to be considered a group.

inlingua Leeds does not typically operate discounts for group bookings, but will consider individual applications made on a case by case basis.

Agents will be given commission on individual bookings within that group, even if students are attending different courses.

inlingua Leeds can offer assistance in group bookings and packages for accommodation, transport, airport transfer, extracurricular bookings and so on but it is the responsibility of the individual agent to book these services not included in regular inlingua Leeds bookings. inlingua Leeds will not take responsibility for any issues with these extras and cannot offer any replacements should any bookings fall through. Students who complain about these to inlingua Leeds will be directed to their agent.

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