



MARLBOROUGH COLLEGE  
SCHOOL OF  
ENGLISH & CULTURE

Marlborough College Enterprise Ltd, Marlborough College, Wiltshire  
Tel: 00 44 (0) 1672 892388 Web: www.mcsec.co.uk Email: admin@mcsec.co.uk

Marlborough College is a registered charity (No. 309486) incorporated by Royal Charter to provide Education

**The following Agreement is between Marlborough College Enterprise Ltd [MCEL] trading as the Marlborough College School of English and Culture and the Agency which completes page 6 of this document.**

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS**

- 1.1. MCEL shall mean Marlborough College Enterprise Ltd trading as Marlborough College School of English and Culture, whose registered office is Marlborough College, Marlborough, Wiltshire, SN8 1PA, United Kingdom.
- 1.2. MCEL hereby appoints the Agent to promote Marlborough College School of English and Culture.

**2. DURATION AND NOTICE**

This agreement will automatically renew after 12 months' subject to the right of either party to terminate by written notice not less than two months prior to the expiry date. However, undertakings regarding confidentiality shall endure notwithstanding that this Agreement is not renewed.

**3. EXCLUSIVITY**

The agent's appointment under this agreement is on a non-exclusive basis for the Marlborough College School of English and Culture

**4. MCEL'S OBLIGATIONS**

- 4.1. To allow the Agent to use the Marlborough College School of English and Culture name, logo and IP or associated marks for the purposes solely of promoting the programme, so long as the Agent has submitted to MCEL and MCEL has agreed the content of any such material.
- 4.2. To provide the Agent with sufficient information for the Agent to promote the Marlborough College School of English and Culture effectively providing that the Agent has given, and MCEL has agreed, notice of its requirements at least 30 days before they are required.
- 4.3. To provide the Marlborough College School of English and Culture in accordance with the description and price as defined in the published fees list (and as amended each year in the event that the Agreement is renewed). To pay the Agent the Commission Rate on those fees that are Commissionable.

## 5. AGENT'S OBLIGATIONS

- 5.1. To use its best endeavours to promote the Programmes and to pay for such local advertising and promotion as the Agent shall determine is appropriate for the performance of its obligations hereunder.
- 5.2. The Agent must not use the MCEL or Marlborough College School of English and Culture logo to trade under or to make business contracts or commitments on behalf of MCEL.
- 5.3. The Agent will not make or hold MCEL responsible for any of the Agents business and third party dealings.
- 5.4. To abide by MCEL's Booking, Payment and Cancellation terms and other conditions defined in Schedule 2 to this agreement.
- 5.5. To inform the Client prior to making a booking of the Terms and Conditions of this agreement that could affect the Client.
- 5.6. To treat as confidential, the intellectual property of MCEL, and to return to MCEL, in the event that 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 MCEL or Marlborough College School of English and Culture.
- 5.7. To provide clear and accurate information to Clients about Marlborough College School of English and Culture. MCEL cannot be held liable for Client complaints if inaccurate information has been given to the Client by the Agent, and in such cases MCEL cannot intercede in any disputes between the Client and Agent.
- 5.8. To ensure all relevant documents are collected to support visa applications.
- 5.9. To check authenticity of all application and visa supporting documents.
- 5.10. To ensure that correct details (including age and language level, secure language test) are sent to MCEL at the time of the booking. To promptly inform MCEL of any complaint or enquiry concerning a Programme that is received by the Agent after the processing of the relevant application.
- 5.11. To ensure that any invoices addressed to the Agent for any Clients funded by governments, grant agencies, embassies and any other funding sources are paid according to the terms and conditions of this agreement.
- 5.12. To return all original Marlborough College School of English and Culture documents to MCEL in the case of visa refusal and refund application.
- 5.13. To verify that any visa that may have been granted has been cancelled in case of refund applications. To maintain up to date knowledge of UK immigration guidance, rules and procedures and to abide by all procedures as required and published by MCEL on the agent's extranet, concerning immigration rules, regulations and recruitment requirements for Points Based System Tier 4, students applying for courses that require a General Student Visa. This includes, but is not exhaustive to correctly assessing the student's intention and ability to study.

- 5.14. The Agent must assess and provide full information on a student's personal, financial circumstances, evaluate the student's educational background and ability to complete the course.
- 5.15. To maintain up to date knowledge of the Marlborough College School of English and Culture, its policies and environment as well as more general developments in education and life in the UK. Agents are encouraged to visit Marlborough College to familiarise themselves with our school's facilities.
- 5.16. To facilitate visits by MCEL staff to the agent's office(s) to discuss latest developments in the Marlborough College School of English and Culture and to satisfy themselves that Marlborough College is being promoted by the agent in accordance with the terms of this Agreement and good practice as set out by the British Council and UK Border Agency.

## **6. CONFIDENTIALITY AND DATA PROTECTION**

- 6.1. 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.
- 6.2. The Agent acknowledges its obligations in respect of student confidential information under the Data Protection Act 1998 and represents and warrants to MCEL it has adequate systems in place to comply with the requirements of the Act.

## **7. INSURANCE**

- 7.1. MCEL requires the Agent to demonstrate that the Client(s) is (are) adequately covered by insurance against any risks that could occur during the whole period of their attendance at Marlborough College School of English and Culture, including travelling to and from their place of origin, and reserves the right to refuse to accept any Client if, in MCEL's sole discretion, the Client is inadequately insured.
- 7.2. Notwithstanding this clause, neither the Agent nor the Client shall have any claim against MCEL in the event that insurance coverage is inadequate.
- 7.3. MCEL cannot be held responsible for any loss or injury caused to any person associated with this Agreement. The Agent hereby undertakes to make the Client aware of this Clause.

## **8. DEFAULT**

- 8.1. If the Agent shall default in the performance of their duties hereunder, MCEL shall give written notice of such default. If such fault is not rectified within 10 working days after the issue of the said notice, MCEL shall have the right to terminate the Agreement forthwith.
- 8.2. If MCEL terminates the Agreement, it shall do so in writing to the Notice Address stated herein.

## **9. FORCE MAJEURE/EVENTUALITIES BEYOND OUR CONTROL**

- 9.1. MCEL 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 including, but 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, H1N1 (Swine 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.

9.2. MCEL cannot be held responsible for any visa refusals or incorrect visas being issued by UK Visas or the UK Border Agency.

## **10. STUDENT BEHAVIOUR AND DISCIPLINE**

10.1. MCEL reserves the right to remove Students whose behaviour is inappropriate, unsatisfactory or whose continued presence is undesirable by Marlborough College School of English and Culture management. Under these circumstances no refund shall be due in respect of any unused portion of Marlborough College School of English and Culture.

10.2. It will be the responsibility of the Agent to arrange alternative accommodation and travel for Students who have been removed from the Marlborough College School of English and Culture.

## **11. REFUNDS**

11.1. All refunds will be paid to the payee only.

11.2. All refunds will be in English Sterling.

11.3. Except under the terms of the cancellation policy or visa refusal for legitimate reasons (non-fraudulent reasons) no refunds are given.

11.4. Commission is not paid on refunded monies.

## **12. COURIER CHARGES**

In all cases where MCEL has been requested to mail documents by courier service, courier fees are payable to MCEL whether the Student(s) attends the Marlborough College School of English and Culture or cancels for whatever reason.

## **13. AMENDMENTS**

13.1. MCEL retains the right to cancel courses, merge or close tuition classes or arrange tuition classes in the morning or afternoon depending on Student numbers. If a course is shortened after commencement, unused fees will not be refunded.

13.2. MCEL reserves the right to change the accommodation of the Client at short notice, as the need may arise, to accommodation of an equivalent standard. The Client shall have no right to compensation in such an event.

13.3. MCEL 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 payment of the appropriate fee.

## **14. PAYMENT AND COMMISSION**

14.1. MCEL requires a 20% deposit per student from Agents at the time of booking with the balance payable by 1<sup>st</sup> May. Courses booked after 1<sup>st</sup> May must be paid in full at the point of booking.

- 14.2. Final payment: Any outstanding balance shall be paid to MCEL and must be received on, or by, 1<sup>st</sup> May, failing which MCEL reserves the right to cancel the booking and apply the appropriate cancellation fees. Payment shall be made to MCEL's bank in accordance with the Booking Form.
- 14.3. Payment by the Agent should be made wherever possible net of commission by the Agent to MCEL. If necessary, MCEL will accept gross fees from the Student, in which case the Agent should send an invoice to MCEL for commission.
- 14.4. Commission will generally be paid at the end of the month following the arrival of the Student. It is the Agent's responsibility to ensure the Student pays gross fees to MCEL according to the above deadline. MCEL reserves the right to charge interest on invoices which remain unpaid at their due date of 3% above base rate.
- 14.5. Fees published in our marketing materials are gross. MCEL will pay the Agent 7.5% of the course fees.
- 14.6. Commission will not be paid on transfers, nor any other extras.
- 14.7. All School of English and Culture places are subject to availability. When the School of English and Culture programme is full and places are no longer available, and payment has been made, MCEL will return all monies paid.

## **15. CANCELLATIONS**

- 15.1. General Cancellations must be made in writing. The period of cancellation applies from the date MCEL receives the written notice of cancellation. Any cancellations from visa nationals due to visa refusals must be accompanied by the official visa refusal notice (all pages). It is the Agent's responsibility to ensure that MCEL receives full copy of the visa refusal notice in all cases where a booking is cancelled due to visa refusal.
- 15.2. The Agent must inform MCEL of all visa refusals immediately. In all cases, if MCEL have been asked to courier documents, the courier charge is payable in cases of cancellation. MCEL reserves the right to retain all fees should the reason for refusal be unacceptable and could be used in any way to damage the reputation of MCEL or the Marlborough College School of English and Culture.
- 15.3. Cancellation terms are as follows:
  - More than 4 weeks' notice: Loss of deposit.
  - 2-4 weeks' notice: 50% of fees
  - Less than 2 weeks' notice: 100% of fees

## **16. AUTHORITY**

The signatory for the Agent has full authority on behalf of the Agency to agree terms on behalf of the agency.

## **17. JURISDICTION**

This Agreement shall be governed by the laws of England and Wales.

## **NOTICES**

Notices exchanged in connection with this agreement shall be communicated by mail, to: Marlborough College Enterprises Ltd, Marlborough College, Wiltshire, SN8 1PA, United Kingdom.

Tel: 00 44 (0)1672 892388  
Email: [admin@mcsec.co.uk](mailto:admin@mcsec.co.uk)  
Website: [www.mcsec.co.uk](http://www.mcsec.co.uk)



**AGENCY DETAILS**

Please complete and return the requested information below:

Agency Name: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_

Region: \_\_\_\_\_

Country: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_

On behalf of the **AGENT**: the agency hereby assigns (please fill name)

as designated co-ordinator, who will have the authority to liaise with and make all decisions necessary on behalf of the Agent.

Print name: \_\_\_\_\_

Position: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of MARLBOROUGH COLLEGE ENTERPRISE LTD:

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

