

# Working Agreement for Agents – 2019 Summer Schools

The terms below aim to facilitate a clear and productive working relationship between Oxford Royale Academy and its Agents. Please read through this agreement, sign and date a copy, and then return it to us by mail, email or fax.

# 1. Application procedure

- a. Applications must be submitted to the Registrations
  Team of Oxford Royale Academy.
- b. Applications should be submitted via our website, or via our standard application form.
- c. The standard application form is available to download from the Agent Download Zone on our website: https://www.oxford-royale.co.uk/agent-downloads
- d. Forms (paper or electronic) should be completed as fully as possible. If further space is needed for the application, please either attach additional sheets or make other arrangements for the additional information to reach us.
- e. Applications should reach us at least 60 days before the start date of the course. However, it is possible to arrange booking at shorter notice, subject to availability. All bookings are subject to Section 3, below.

### 2. Parent/Legal Guardian contact details for emergencies

- a. It is of paramount importance to the Student's safety, and to the smooth running of the programme, that Oxford Royale Academy has the contact details of at least one parent / legal guardian of every Student.
- b. If the parent / legal guardian is likely to not be available during the dates of the Student's course, then an additional contact must be supplied who will be available.
- c. The Agent can only be accepted as an emergency contact subject to written permission from the Student's parent / legal guardian being received by Oxford Royale Academy before the start of the Student's course.
- d. The Agent cannot be accepted as the legal guardian of the Student, unless documentation is provided that, in the sole opinion of Oxford Royale Academy, proves their guardianship of the Student.

#### 3. Places on courses

- a. The Agent is responsible for making sure that sufficient space is available on the course before submitting the application or taking fees from the Student.
- b. Oxford Royale Academy reserves the right to cancel a course, or make changes to course arrangements, without liability, if forced to do so for reasons beyond its control. In this instance, Oxford Royale Academy will seek to offer students a place on an alternative programme, similar to their original selection, at no additional charge.
- c. If Oxford Royale Academy chooses to cancel a course booked and paid for by the Agent or Student, and do not find an acceptable alternative for the Student, a full refund will be offered.

### 4. Assessment

 All applications are subject to our assessment of the application. Submission of the application and deposit does not guarantee a place or places on a course.

# 5. Confirmation or rejection

- a. Oxford Royale Academy can confirm/reject an application within 48 hours of receiving the form and deposit.
- Agents should only confirm a booking to a client when they have received confirmation from Oxford Royale Academy.
- c. If the application has been successful and provided the deposit has cleared our end we will send welcome documentation to the postal address supplied on the Student's application.
- d. The Agent is responsible for monitoring and ensuring the completion of all required tasks listed on the Student's ORA Portal, including (but not limited to) the Student's Medical and Dietary Information Form, before the start of the course.
- e. If the Student's application has been unsuccessful, we will offer alternative courses, wherever possible.
- f. The Agent must inform the Student if the application has been successful or not.

#### 6. Deposits

- a. Each course application requires a deposit payment. Please refer to the Agent Price List (available in the Agent Download Zone), or contact the Registrations Team, for confirmation of the deposit payment for each course.
- b. The deposit payment is subtracted from the overall course fee. The deposit can be paid by credit card, debit

- card or bank transfer.
- c. No course place can be confirmed unless the Agent or Student has supplied a deposit to us.
- d. Oxford Royale Academy will not begin the assessment of an application from an Agent until at least the booking deposit has been received.

## 7. Payment of remaining course fees / balance

- a. The Agent or Student will need to supply payment for the remainder of the course fees no less than 60 days before the start date of the course.
- b. In the case of a Student's application being submitted within 60 days of the start of the course, the full course fee payment must be sent at the point the application is made.
- c. Please note: the Student will not be permitted to commence their course unless the full fee payment has been received on or before the last working day before the start date of the Student's course.
- d. The preferred method of payment is by direct bank transfer – Oxford Royale Academy's bank details are available on request.
- e. If making a bank transfer, the Agent must include a reference that will allow us to identify the payment (e.g. name of Student / order number). The Agent is responsible for ensuring all bank charges and fees are paid, to ensure that the correct amount credits our end.

# 8. Visa documentation ('Letter of Invitation') and optional extras

- a. Oxford Royale Academy can provide a Letter of Invitation to support a Student's visa application. The Letter of Invitation will be provided only after the Student's application has been confirmed.
- b. If the Agent intends to request a Letter of Invitation on behalf of one of their Students, then it is the responsibility of the Agent to do this with sufficient time remaining before any deadline for visa application or before the date of any visa meeting or interview that may be relevant for the Student.
- c. Visa letters can be sent to the Student / Agent by email (no fee), regular mail (no fee) or courier mail (60 GBP fee). The Student / Agent will be asked to specify which method they would prefer at the point of requesting the letter.
- d. It is the responsibility of the Agent to ensure that all optional extras (including, but not limited to, the Student's transfer to and from their point of arrival in, and departure from, the UK) are arranged and/or

- purchased with Oxford Royale Academy. This is especially important where those optional extras may have an influence on the granting of the Student's visa. It is also the responsibility of the Agent to check carefully that any optional extras have been recorded on the Student's Letter of Invitation.
- e. Oxford Royale Academy will not be held responsible for any visa rejections or delays that result from the Agent's failure to book an optional extra, or that result from any other omission or error in the Student's Letter of Invitation.
- f. No refund will be given to a Student unable to attend a course due to a failed visa application.

# 9. Commission payment

- a. For the 2019 season, Oxford Royale Academy will offer all Agent partners a fixed rate of 20% commission, based on the advertised course fees per Student.
- b. The preferred method for the Agent to claim commission is as a discount on the course fees per Student. Agents wishing to claim commission by another method are advised to contact the Registrations Team by emailing admin@oxford-royale.co.uk.
- c. The commission is calculated on the standard advertised course fees (less any non-commission discounts) and not on any optional extras, such as airport transfers and other optional extras.
- d. Any non-commission discounts applied to the standard course fees (including, but not limited to, Early Bird offers and seasonal discounts) will reduce the commission amount accordingly.

# 10. Terms and Conditions, Privacy Notices, Rules and Regulations, and other documentation

- a. As part of their enrolment for an Oxford Royale Academy summer course, all Students (and, where the Student is a minor, their parent / legal guardian) must agree to the Oxford Royale Academy Terms and Conditions of Enrolment (available at <a href="http://www.oxford-royale.co.uk/ora/useful-information/terms-conditions">http://www.oxford-royale.co.uk/ora/useful-information/privacy-policy</a>).
- b. In cases where the Agent is completing the enrolment formalities (including but not limited to an online / paper form and payment of the deposit) on behalf of the Student, it is the responsibility of the Agent to ensure the Student (and, where the Student is a minor, their parent / legal guardian) has read and agrees to the Terms and Conditions and PrivacyNotices.

- c. Whilst participating in the course the Student is bound by our Rules and Regulations. Full details are provided on our website at <a href="http://www.oxford-royale.co.uk/ora/useful-information/terms-conditions">http://www.oxford-royale.co.uk/ora/useful-information/terms-conditions</a>.
- d. Where the main contact email address and mailing address provided for an enrolment are not those of the Student or their parent / legal guardian (i.e. the Agent has supplied their own contact information for correspondence), the Agent is responsible for passing any documentation issued by Oxford Royale Academy on to the Student, and for ensuring that the Student and their parent / legal guardian have copies of all electronic and printed communications.

# 11. Handling of Data (Compliance with the GDPR)

- a. Where the Agent (or one of its representatives) is designated as the Customer on a booking, Oxford Royale Academy is contracting with the Agent for the delivery of the service, and therefore considers itself to be a Data Processor with regard to all personally identifiable data relating to that enrolment. As Data Processor on behalf of the Agent, Oxford Royale Academy commits to handling, storing and retaining all personally identifiable data (including special category personal data as defined in the GDPR) in a manner compliant with the GDPR.
- b. Where the Customer on an enrolment is a Student or a family member (including but not limited to a parent or legal guardian of the Student), Oxford Royale Academy is contracting directly with them for the delivery of the services. In these cases, Oxford Royale Academy is considered the Data Controller of this information, and commits to handling, storing and retaining all personally identifiable data (including special category personal data as defined in the GDPR) in line with the obligations placed on Data Controllers by the GDPR.
- c. Full information on how Oxford Royale Academy collect, store and retain data is available in our privacy notices (available at <a href="http://www.oxford-royale.co.uk/ora/useful-information/privacy-policy">http://www.oxford-royale.co.uk/ora/useful-information/privacy-policy</a>).

# 12. Cancellations

- For course cancellations, please refer to Clause 5 of our Terms and Conditions of Enrolment.
- b. Should a Student leave a course after the course has commenced, the course fees will not be refunded.
- c. Where a Student extends their stay, the Agent will be remunerated accordingly and at the agreed rate.
- d. In cases where a Student is expelled, the Student shall

not be entitled to receive their reports or graduation certificates.

### 13. Advertising

- a. It is in the mutual interests of both parties for the Agent to conduct their own advertising and marketing activities featuring Oxford Royale Academy.
- b. Oxford Royale Academy is happy to support Agents with their marketing and promotions. For more information about these opportunities, please contact our Partner Relationship Manager, Joseph Parton, by emailing admin@oxford-royale.co.uk.
- c. High-resolution colour photographs are available from our office for use in the Agent's promotional materials as long as they are used exclusively for the promotion of Oxford Royale Academy courses.
- d. Where the Agent is producing their own advertising / marketing materials featuring Oxford Royale Academy (including, but not limited to, the use of a description of our services or courses, photography supplied by us or featuring our students, our logo or any other assets or materials associated with the Oxford Royale Academy brand), Oxford Royale Academy reserves the right to review and sign-off proofs or artwork prior to the printing of any hard-copy materials, or the publishing of any digital media.
- e. If any marketing or advertising material is produced which Oxford Royale Academy, in their sole opinion, believes does not promote their programmes or services in a correct, accurate or appropriate manner, Oxford Royale Academy reserves the right to request the withdrawal of this material and the immediate cessation of any campaigns related thereto.

### 14. Student Insurance

a. The Agent must ensure that the Student has organised their own travel and medical insurance sufficient to cover medical costs in case of illness or accident, both before and during the Student's course.

# 15. English levels

a. It is the responsibility of the Agent to ensure that a Student possesses the necessary level of English language skills for their chosen course. For more information on the required levels of English for each course, please contact our Registrations Team by emailing admin@oxford-royale.co.uk.

# 16. Group bookings

a. For enquiries relating to larger group bookings of 20 or more students, or for bespoke group offers, please contact our Partner Relationship Manager, Mr Joseph Parton, by calling +44 845 130 6021.

# 17. Expiry

a. This contract will expire on Saturday 31<sup>st</sup> August 2019. All commission must be claimed before this date.

Other agreed Terms and Conditions							



Rallou Daniilidou

Academic Consultant

**University Services** 

17 September 2018



Joseph Parton

Partner Relationship Manager

Oxford Royale Academy

25 September 2018