

AGENCY AGREEMENT FOR INTERNATIONAL AGENTS

(Subject to all clauses in BCOE's International Recruitment Policy)

This agreement is between:

Name of agent, here-in known as 'the Agent') of:	
Of (address)	
Of (Company registration or licence number)	
Of (professional membership)	

And

BRITANNIA COLLEGE OF EXCELLENCE (here-in known as 'BCOE')	
Of (address)	

This agreement is:

entered into on (date)		Due for renewal on	
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Both parties to this agreement agree as follows:

1. This agreement is Subject to the agent agreeing to all clauses in BCOE's International Recruitment Policy particularly clause 1 & 3:
2. The Agent acknowledges that BCOE has a duty under the Tier 4 Sponsorship system which is enshrined in the following:

'A confirmation of acceptance for studies or visa letter may only be issued under tier 4 if the sponsor is satisfied that the student both intends and is able to follow the course of study concerned'

In entering into agreement with the agent BCOE recognises that many agents are driven by profit motives and may be tempted to engage actions that may compromise with quality and professional standards. Therefore, in entering into this agreement it puts the agent on notice to the following effect:

- BCOE reserves the right to remove any agent deemed 'unfit' or 'unsuitable' at any time without giving the agent any notice
 - BCOE's obligations under this agreement becomes null and void if at anytime the agents circumstance change significantly and in such a way that the fundamental requirements levied upon it is not being fulfilled by it
 - The agent shall adhere strictly to directives issued to it from BCOE's UK address only
 - The agents shall conform its operations to the guidance issued by ASIC (BCOE's Tier 4 Sponsorship advisors)
 - BCOE has a duty under the Tier 4 Sponsorship Licence System
3. The Agent shall therefore actively seek, work, and endeavour to act, function, operate, and transact its business diligently, responsibly and shall not in any way or any

time do anything or fail to do anything which can potentially result in disrepute for BCOE in its business: Therefore the Agent understands and agrees that:

- All BCOE agents must be genuinely registered companies in their country or countries of operations
 - All BCOE agents must submit proof of financial viability
 - All BCOE agents must submit suitable and verifiable ID documents, certificates, CVs, certificates/evidence of 'approved centre'
 - All BCOE agents must complete and submit an application declaring their intention to become BCOE's agents in the format prescribed by BCOE
 - All BCOE agents must submit suitable references from other business enterprises
 - All BCOE agents must submit proof of membership of active professional body
 - All BCOE agents must submit evidence of being compliant or history of working with strictly regulated terms
 - All BCOE agents must furnish BCOE with a list of all its business partners. This must be renewed annually
 - All BCOE agents must notify BCOE immediately they become aware of their involvement of a court case
 - All BCOE agents are required to follow their terms of agreement with BCOE without fail. They must sign the relevant agreement terms before commencing in their representation of BCOE
 - All BCOE agents must ensure that they have the suitable facilities to carry out their duties under the terms of agreement with BCOE. For instance they must have suitable facilities or have access to suitable facilities for conducting English examinations as part of their duties
 - All BCOE agents must acknowledge that BCOE shall review its agents list annually and that it reserves the right to remove any agents from its approve list without providing them with any explanation
 - All BCOE agents are requiring take theory agent role seriously and represent BCOE honourably. Particularly when dealing with the United Kingdom Embassy in their own country
 - All BCOE agents have a duty to carry out BCOE's appropriate instructions which are aimed to ensuring that *'sponsor is satisfied that the student both intends and is able to follow the course of study concerned'*
4. BCOE hereby appoints the Agent to provide student recruitment and advisory Service in the area for a period hereinafter specified, such services to include the dissemination of information on BCOE and the courses it provides, the provision of guidance to any person who may be studying at BCOE, and provision of advice to BCOE as to the suitability of such persons, as set out below.
 5. BCOE shall provide the Agent with copies of its prospectus, course leaflets and other publicity material and information. Any promotional material produced by the Agent in connection with this agreement shall be subject to the prior approval in writing of BCOE. Failing this such material is futile and holds no support from BCOE.
 6. The Agent shall advice potential student from outside the UK on BCOE's course entry requirement and on their applications generally.
 7. The Agent shall be required by BCOE in all cases of foreign students, administer approved aptitude tests and carry out other investigation into the ability of applicants to benefit from and succeed on the courses for which they are applying. In doing this they shall have due regards to Paras 281-294 of the guidance for Sponsor Applications for Tier 4:

'A confirmation of acceptance for studies or visa letter may only be issued under tier 4 if the sponsor is satisfied that the student both intends and is able to follow the course of study concerned'

8. 3. BCOE shall be granted full access to inspect and check any methods, processes and or steps used by the agents in its recruitments of students. In this regards the agents shall seek to actively work jointly and cooperatively with BCOE in every efforts calculated towards meeting its obligations under the Tier 4 Sponsorship licence system.
9. BCOE shall be granted by the agent the first refusal to participate in exhibition programmes organised by the agent anywhere in the world. The involvement of BCOE shall not attract any charged; rather it shall constitute a working relationship aim at building trust and support. Further details of such activities must be agreed before publicising so as to allow the Agent to market BCOE's full potential.
10. Applications will be required to comply with BCOE's normal admission arrangements. These may be changed at the discretion of BCOE.
11. The Agent shall make initial tuition fee of the student to BCOE in the shape of demand draft, Bank BASC or bank transfer only.
12. The Agent will give assistance if requested or felt appropriate to students in their application for visas. The student may be charged an additional sum for this service depending upon the country and the level of assistance required.
13. In carrying out its duties under this agreement the Agent shall regard at all times the best interests of the individuals with whom they deal in strict confidence.
14. In carrying out its duties under this agreement the Agent shall regard at all times the best interests of BCOE, the containments of its policies and its obligations under the Tier 4 Sponsorship System
15. BCOE shall pay commission to the Agent only where it is seen to have fulfilled its obligation under this agreement. In this regards they shall take note of the following:
 - They must have referred students who enrol at BCOE, as a direct result of an approach made to such student by the Agent or individual advice given to such student by the Agent.
 - Followed thoroughly relevant BCOE's policies upon which the validity of this document thrives
 - They must Not show or demonstrate any cause-of-concern, particularly where their actions may be deemed questionable or seen as driven purely by profit motives
 - They must comply with BCOE's requirements to exercise due care about ensuring students meet its entry requirements
 - They must work cooperatively with UKBA allies abroad and do not act in any shape or form to bring disrepute to any of these organisations
 - They must demonstrate integrity, consistency, diligence, and operate with high professional standing
 - They must not engage in or enter into any business with a third party for the purpose of criminality or any form of discrediting behaviours
16. The appropriate commission of payment shall be agreed subject to the agent meeting all the relevant criteria here-in stated. Therefore there may be an adjunct

document which shall contain further information forming part of this agreement. No further commission shall be paid to any agent other than that approved as part of these documents.

17. The agent shall not use BCOE for marketing purposes unless given the right to do so by BCOE in writing
18. The agent shall ensure at all times that it keeps BCOE informed without delay all matters that may affect BCOE's interest and business. Additionally it shall keep BCOE informed about any changes in its contact details, and any court action brought against it by a third party
19. The agent acknowledges that BCOE may change the content of its agent agreement documents from time to time to ensure that it is able to remain compliance with the UKBA's rules. The agent once informed by BCOE of any change agrees to effect such change with immediate effect
20. In order to protect its integrity, business and purpose, BCOE shall engage agents initially for a fixed probationary period of 4 months (equivalent of one module). At the end of this period BCOE shall perform further reviews of the agent's performance and creditability. At the end of this exercise it shall either confirm the agent's appointment for a further 8 months or remove it from its list of approved agents.
21. Through this agreement the agent is put on notice that BCOE shall review its approved list of agents annually and that the agent may be removed from BCOE's list if deemed 'unsuitable'. There shall be no appeal to such removal

Probationary period (Renewable by mutual agreement)	
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22. The parties to this agreement here-by signe in agreement as below:

The agent

Full name and title of agent's preventative 1			Full name and title of agent's preventative 2		
Position in your organisation			Position in your organisation		
Countries covered			Countries covered		
Contacts	Telephone-Work		Contacts		
	Telephone - Mobile				
	Email address				
Date		Signature		Date	
				Signature	

Contact of BCOE

Full name of staff		
Position in your organisation		
Countries covered		
Contacts	Telephone-Work	
	Telephone - Mobile	
	Email address	
Date		Signature