



## Agreement for the Recruitment of International Students

This agreement is drawn up between:

.....  
Hereinafter called the "**Representative**", the term to also mean all persons working on behalf of/representing, whether paid or unpaid the Representative as detailed herein).

**And**

**METRO COLLEGE OF MANAGEMENT SCIENCES**

Hereinafter called "**The College**."

Both parties agree for the period of this agreement that the following shall apply:

- 1) **The College**, through its International Office, appoints the party of the first part as **Representative** in .....**Full Address**.....for the purposes of providing information and data about **The College** to individuals and organisations in \_\_\_\_\_**Country Name**\_\_\_\_ and to assist, support and give guidance, to students wishing to attend **The College** for English language, undergraduate and postgraduate studies and tailor-made programmes. It is understood that the **Representative** will in undertaking this task take heed of the British Council Guide to Good Practice for Education Agents and the Metro College of Management Sciences Code of Ethics

The British Council Guide to Good Practice for Education Agents is available at:

[http://www.britishcouncil.org/ecs/agents/guidelines\\_for\\_agents/index.htm](http://www.britishcouncil.org/ecs/agents/guidelines_for_agents/index.htm)

- 2) This agreement takes effect from .....**Date**.....and shall, unless termination is earlier in accordance with this Agreement, continue for an initial period of **three years** from the date shown, with a review being undertaken annually. Either party may terminate this agreement by giving **thirty (30) days** prior notice in writing to the other, where it considers termination justifiable on the grounds that no further purpose would be served by continuing the association.
- 3) If either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement and also fails to remedy such a default or breach within **thirty (30) days**, after written notice of such is given to either party hereto, the party giving notice may, at its option and in addition to other remedies which it may have under English Law, terminate the Agreement by sending notice of such termination in writing to the other party to such effect and such termination shall then be effective as of the date of the receipt of such notice.
- 4) Any desire to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of the authorized representatives of the parties hitherto stated.
- 5) The **Representative** is not in anyway authorized to act as agent for **The College** in any other capacity or action. Neither party shall be bound by any such acts or conduct carried out by the other within any such breach.

- 6) Whilst **The College** will use all reasonable endeavors to ensure the accuracy of the information given to the **Representative** and other material supplied, **The College** makes no warranty, expressed or implied, as to the accuracy and will not be held responsible for any consequences arising out of any inaccuracies or omissions unless such accuracies or omissions are the result of negligence on the part of **The College**.
- 7) The design, text and any data of any publicity being undertaken by the **Representative**, which refers to **The College**, is to be approved in advance by **The College**. Copyright, logo and trading rights on all material shall remain vested in **The College** and may not be used by the **Representative** or other parties without the express permission of **The College**, in writing and in advance of any usage.
- 8) In representing **The College**, it will be expected that the **Representative** will be able to provide premises in agreed locations that are capable of representing and maintaining the standards expected by **The College** overseas. **The College** will make these conditions known to potential **Representatives** on request and will expect such **Representatives** to adhere to these conditions at all times.
- 9) It is agreed by both parties herein that an authorized person of **The College** is able at some time during the agreement period inspect the premises of the **Representative** used to project **The College** and its overseas operations. A report on the visit and the findings will be made available to the **Representative** for discussion with **The College** and to agree future developments for both parties to maintain standards.
- 10) The **Representative** agrees to work with **The College** to help develop publicity and marketing delivery in country under the direction of **The College** and as such will make their premises available for **The College** staff visiting the **Representative's** country for such purposes. IT communications to keep in contact with **The College** staff is a prerequisite of becoming a **Representative** of **The College**.
- 11) The **Representative** will ensure that application forms are completed in their entirety by the applicant.
- 12) **The College's** International Office undertakes to provide for accepted and contracted Representatives, an information pack detailing **The College's** procedures and to provide information needed by the **Representative** for the successful promotion of **MCMS**. The **Representative** will also agree to attend any in country training that is made reasonably available to the **Representative** by **The College**. This is to ensure that the quality of provision and representation of **The College** and its recruitment processes are maintained.
- 13) As consideration for the services of the **Representative** on its behalf , **The College** agrees to pay to the **Representative** the following commission for all students demonstrably attending a course at **The College** from work attributable to the **Representative**:
  - 15% commission per application- to be payable to the **Representative** after the success of the visa.
  - In the event that a student is refused a visa the **Representative** shall only be entitled to £70 of **The College** registration fee (currently set at £250).
  - There will be no refunds in case of deception (if trying to deceive the UKBA or us). This also applies to history of deception in previous visa submissions. In this case we will rely on the British High Commission decision in the respective countries of the applicants.



This commission will however only be for those courses expressly targeted by **The College** and agreed with the **Representative** in advance each year, in writing, by the authorized **Representative**. **The College** will not pay the payment of VAT on top of this commission for any **Representative** who operates with Offices within the UK.

14) All commission will be paid only upon receipt of at least £2000 of the course fees to **The College**.

15) In addition and further the **Representative/ The College** shall abide by the following:

1. In case student is willing to pay via bank draft only £2000 of the tuition fee will be paid by bank draft.
2. **Representative** will be obliged to pass bank draft to **The College**. Once the original bank draft is received and cashed in **The College** bank account, the CAS Statement will be issued by **The College**.
3. In addition to other conditions, **The College** reserves the right to interview the student prior to deciding whether to offer a place on the course. The final decision shall rest with **The College**. In the event **The College** decides not to offer a placement to the student, **The College** shall not be liable to pay any commission to the agent.
4. In order for **The College** to consider an application, the following information must be made available to **The college**:
  - i. Verified educational certificates of the applicant
  - ii. Written confirmation from the Applicant of whether the applicant has previously applied for entry clearance to the UK as a student or otherwise.
  - iii. If the Applicant has previously been refused a student visa to the UK, confirmation of the basis of the refusal
  - iv. Confirming checks have been carried out and all educational certificates have been verified.
  - v. Where possible, the **Representative** is to confirm that he/she has seen evidence of funds in the Applicants bank account or the account of the Applicants parents, sufficient to meet the first year's course fees and 9 months of accommodation and living costs.
  - vi. Where **The College** is expected to collect the student from the airport, it shall be the agents duty to collect a fee of £100 to cover this cost and pass the same to **The College** in advance of the students arrival
5. **The College** shall pay the **Representative** a commission of 15% on the tuition fee received from the student upfront in case of visa success. In the event that an applicant is refused entry clearance, it shall be the duty of **The College** to arrange a refund of the refundable fee minus £250.



In accepting the conditions of this Agreement .....**Company Name**.....also agree to abide by the highest possible standards and ethics in dealing with potential customers of **The College**. They likewise agree to abide by the ECS Code of Professional Standards and Ethics (available at: <http://www.britishcouncil.org/ecs/copse/index.htm>).

16) This Agreement and all its terms, provisions and conditions and all questions of construction, validity and performance under this Agreement shall be governed by the Law of England and shall be subject to, as will any future dispute arising whatsoever, to the exclusive jurisdiction of the English courts.

Signed for and on behalf of Agent	On behalf of Metro College of Management Sciences
<p>.....</p> <p>Name: .....</p> <p>Date this .....day of.....</p>	<p>.....</p> <p><b>Mr. M Serfraz</b> <b>Director</b></p> <p>Date this .....day of.....</p>