

Agency agreement

LVS Ascot ('the School') expects all agents to provide registered company details, address, telephone numbers and email addresses. Agents should abide by the British Council's 'Guide to good practice for education agents' and be certified as an approved agent through either the BSA, BBSN, Studytravel, ICEF or other reputable institutions.



PATRON
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Ascot

A Co-educational Day & Boarding School
for young people aged 4-19

Agent name	
Address	
Contact name	
Telephone	
Email address	
Who are you certified with?	

This agreement sets out the basis on which LVS Ascot will remunerate the Agent for each successful introduction of an overseas student. All Commission is calculated on the School Fees excluding applicable VAT.

Definitions

"Parent(s)" means the parent(s) or guardian(s) of the pupil, including prospective parents or guardians.

"School Fees" means tuition and boarding fees as published from time to time by the School but not deposits or extras and after the reduction of any bursary, scholarship or discounts which may be awarded.

"The School's documents" means the prospectus, acceptance forms, fees list and standard terms and conditions of the School together with all the documents supplied by the School to the Agency.

"Commission" means the percentage of the boarding and tuition fee (excluding applicable VAT) for that child whilst attending the School. For Boarding students this will be 12.5% for the duration of student's attendance at LVS Ascot. For Day students this will be 10% for the first year and 8% for all subsequent years that the student attends LVS Ascot. LVS Ascot will increase the percentage for boarding students to 15% and for day students to 10%, if they successfully move from Year 6 to Year 7 or Year 11 to Sixth Form. Commission is payable to the Agency within 30 days of payment in full of the School fees being received as cleared funds in the School's receiving account. Commission will apply to all pupils regardless of joining date.

"Duration" means the time that this agreement is valid for. This will be 12 months from the date the Agreement is signed by the Agent and the School and thereafter until terminated by notice given by either party at any time.

1. The framework of this Agreement

- I. The Agency will, at all times, act as the agent of the Parent and not as the agent of the School.
- II. The contract for education of each pupil will be between the Parent and the School.
- III. The School Fees must be paid in full by the Parent in the School's account by cheque or credit transfers so as to be cleared funds on or before the first day of each term.

2. Introductions made by the Agency

A Parent or pupil will be deemed introduced by the Agency where:

- I. There has been no previous application to the School by the Parent or pupil and
- II. The Agency is the effective cause of the application to the School being made and is named as such on the application form and
- III. The pupil in fact enters the School after payment of any deposit required and the School Fees for the first term.

3. Obligations of the School

- I. The School will provide the Agency with an adequate number of copies of the School's documents and details of the School's entry requirements.
- II. The School will promptly consider and take action on every preliminary enquiry or application that is received and will make all reasonable and necessary arrangements to enable the Parent/pupil to attend the School's entry requirements including any interviews and tests.
- III. The School will provide the Agency with all information necessary for the Agent to calculate and invoice the Commission.
- IV. The School will pay the commission in accordance with the terms set out in this Agreement.

4. Obligations of the Agency

- I. The Agency will ensure that they know and understand the contents of the School's documents and will not make any representation about the School other than in accordance with the School's documents.
- II. The Agency will deal promptly with all correspondence from the Parent or the School and will uphold the good name of LVS Ascot and of English Independent education generally.
- III. The Agency will preserve confidentiality and will not divulge to any third-party details of their dealings between the Parent/ pupil and the School.
- IV. The Agency will act in accordance with the contractual framework of the Agreement set out above and will do their best to ensure that the Parents understand the School's documents.
- V. The Agency will ensure so far as they can that the parents are credit-worthy, are not subject to sanctions imposed by the UK government and that the source of the funds used to pay the School fees and any deposit and extras is lawful.
- VI. The Agency will inform the parents that the payments to the School must be made by Flywire or credit (BACS) transfer but not cash or any methods that will cause the School to incur collection charges.
- VII. If the Agency also provides guardianship services, they must be AEGIS or BASIS accredited whilst their student is at LVS Ascot.

5. Various Circumstances

- I. The commission shall be payable only for a term in which the pupil attends the School and not in respect of any deposits or any chargeable extras, of any fees due or paid in lieu of notice.
- II. The School reserves the right to refuse admission or expel a pupil on grounds that are lawful and/or set out in the standard terms and conditions or to exclude the pupil at any time when the fees are unpaid.
- III. The School will allow the Agency reasonable access to the pupil or to communicate with the pupil at the Agency's request.
- IV. This Agreement is not exclusive either to the School or to the Agency. Should a dispute arise between the Agency and any other party claiming to have introduced a pupil, the School will withhold payments of the commission until the dispute has been resolved.

Please provide names of two schools who you are currently working with and will be willing to provide you a reference.
(If you have been referenced checked by BBSN or Studytravel, you will not need to provide references).

School name	
Contact name	
Telephone	
Job title	
Email address	

School name	
Contact name	
Telephone	
Job title	
Email address	

Please provide your signature below to confirm that you agree to the above agreement.

Agent	
Signed on behalf of Agent	
Print name	
Job title	
Date	

School	
Signed on behalf of School	
Print name	
Job title	
Date	