



Oxford Royale Academy
inspirational cultural and academic courses

Working Agreement for Agents: 2021-2022 Summer Schools

This Agreement is between the Agent and Oxford Programs Ltd., trading as Oxford Royale Academy (ORA). The following terms aim to facilitate a positive and successful partnership between ORA and its Agents, for the promotion of our academic programmes.

Definitions:

Throughout this agreement:

Agent refers to the person or organisation who will be referring Students to Oxford Royale Academy and receiving any due commission as a reward for the referral.

Client refers to the Agent's client, i.e. the Student enrolling on an Oxford Royale Academy course and their parents/legal guardians.

Primary Partner refers to an Agent who has an exclusivity agreement with ORA.

Scope of Relationship:

Oxford Royale Academy will:

- a) Provide the Agent with sufficient information and materials to ensure the Agent can provide its clients with accurate and detailed information about ORA's academic programmes.
- b) Promptly and accurately communicate to the agent any amendments related to programmes.

The Agent will:

- a) Conduct their promotion of ORA's programmes to its clients in accordance with the terms of this agreement.
- b) Support the application of its clients in ways including, but not limited to, ensuring all payments of deposits and course fees are made promptly.
- c) Keep up to date with all key information relating to the ORA summer school and other programmes, including, but not limited to, course fees, dates, locations and programmes.

1. Terms and Conditions, Privacy Notices, Rules and Regulations, and other documentation

1.1. The Agent will recommend ORA courses to its Clients subject to the Terms and Conditions of Enrolment. These are set out on the ORA website:

oxford-royale.com/ora/policies/terms-conditions

1.2. As part of their enrolment for an ORA summer course, all Students (and, where the Student is a minor, their parent / legal guardian) must also agree to the Oxford Royale Academy Terms and Conditions of Enrolment and the relevant Oxford Royale Academy Privacy Notice, which is available on the ORA website:

oxford-royale.com/ora/policies/privacy-notices

1.3. 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 Privacy Notices.

1.4. Whilst participating in an ORA course, the Student is bound by ORA's Rules and Regulations. Full details are provided on our website at:

oxford-royale.com/ora/policies

1.5. Where the main contact email address and mailing address provided for enrolment are not those of the Student or their parent / legal guardian (for instance where the Agent has supplied their own contact information for correspondence), the Agent is responsible for passing any documentation issued by ORA on to the Student, and for ensuring that the Student and their parent / legal guardian has copies of all electronic and printed communications.

2. Limitations

2.1. Due to existing arrangements with other exclusive partners, we cannot (at the time of this Agreement) accept applications directly from the Agent that fall within the following categories:

- a. Students attending a school in Mainland China during at least the 2020-21 academic year and who are applying for age 16-18 courses in Oxford during sessions 'OX-1', 'OX-2', and/or 'OX-3'. We can accept students aged 8-12, 13-15 and 19+ from Mainland China or Group Sales.
- b. Students currently residing in India applying for

any ORA course.

2.2.If the Agent would like to refer a Student who falls into any of these categories then they may contact ORA for the correct procedure. Commission may be claimed from and at the discretion of our Primary Partner operating in those regions.

3. Application procedure

3.1.Applications should be submitted via the online [Agent Portal](#), or via our Partner Application Form and emailed to the ORA Partnerships Team (partnerships@oxford-royale.co.uk). The preferred application method is via the online Agent Portal.

3.2.The Partner Application Form is available to download from the Partner Zone on our website: oxford-royale.com/Partner-zone.

3.3.It is the sole responsibility of the Agent to ensure that their client applies through the Agent. In cases where a Client makes a direct application to ORA, the Agent is responsible for providing evidence of their referral of the Client to ORA within 14 days of the application being submitted. ORA reserves the right to confirm with the client that the referral was made by the Agent.

3.4.If ORA receives an application for a Client from two separate Agents, ORA will confirm with the Client the Agent they wish to support their application. Commission will be paid to the Agent that the Client states is their primary Agent contact. The will of the Client regarding Agent allocation takes priority, and their decision is final.

4. Parent / Legal Guardian contact details for emergencies

4.1.The Agent is responsible for ensuring that ORA has the contact details of at least one parent / legal guardian of every Student enrolled onto an academic programme.

4.2.The Agent can only be accepted as an emergency contact subject to written permission from the Student's parent / legal guardian being received by ORA before the start of the Student's course.

4.3.The Agent cannot be accepted as the legal guardian of the Student, unless documentation is provided that, in the sole opinion of ORA, proves their guardianship of the Student.

5. Places on courses

5.1.The Agent is responsible for making sure that

sufficient space is available on a course before submitting the application or taking fees from the Student.

5.2.Under no circumstances must an Agent guarantee with the Student any arrangements relating to accommodation (e.g. en-suite or other special requirements) without the same guarantees being made in writing by ORA prior to the start of the course.

5.3.ORA 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, and in consultation with the Student/Agent, ORA will seek to offer any affected Student a place on an alternative programme, similar to their original selection, at no additional charge.

5.4.If ORA chooses to cancel a course booked and paid for by the Agent or Student (with the exception of cancellations made for reasons beyond the control of ORA) and an acceptable alternative for the Student is not found, a full refund will be offered.

6. Confirmation and associated tasks

6.1.Agents should only confirm a booking to a Client when they have received confirmation from ORA that the Student is placed on the course.

6.2.ORA will endeavour to send confirmation of course bookings within two working days of the deposit being paid.

6.3.Courses booked through the ORA Agent Portal can be confirmed immediately.

6.4.The Agent must inform the Student if the application has been successful or not. ORA is not liable for an Agent falsely confirming a place to a Student that has not yet been secured.

6.5.As per Clause 4B of the Terms and Conditions of Enrolment, once a booking has been confirmed, the Agent/Student has 14 days to cancel the enrolment and receive a full refund any fees paid.

6.6.The Agent is responsible for monitoring and ensuring the completion of all required tasks listed on the Student's online ORA Portal, including (but not limited to) the Student's Medical and Dietary Information Form, before the start of the course.

7. Payment of deposit / course fees

7.1.Agents should consult the ORA website for the most up-to-date fees. ORA strongly encourages the Agent

to consult the website regularly to ensure they have the most up-to-date information.

7.2.Applications are only confirmed once the deposit has been received by ORA.

7.3.All deposit and course fee payments are subject to Clauses 3, 4 and 5 in the Terms and Conditions of Enrolment.

7.4.Any exceptions to the above will be stated in the 'Other agreed terms and conditions' section on the final page of this document.

7.5.Any payment made by the Student (or on the Student's behalf) to ORA shall be made by ORA's preferred payment system (Flywire).

7.6.The person paying the deposit/fees is responsible for covering any applicable bank charges when making payments to ORA

8. Financial information

8.1.The Agent may choose whether financial information relating to the course booking is visible to their Client on their ORA Portal, or whether it is withheld by default. This selection can be made on the final page of this Agreement and on each individual course application.

8.2.If financial information is hidden, then only the Agent will see course fees.

8.3.If financial information is not withheld then the Client, via their ORA Portal, will have visibility of fee information including invoices and any discounts such as Agent commission where it has been discounted from the fees.

9. Visa documentation and optional extras

9.1.The Student is strongly advised to ensure that they have an appropriate visa for study in the UK covering the Course dates, and that they can comply with all other UK entry and residence requirements before payment of any fees to ORA or incurring any travel costs, as under no circumstances will any refund be made on grounds of lack of visa or similar travel documents required to enter the UK legitimately, save in accordance with the cancellation provisions set out in Clause 5 of the Terms and Conditions of Enrolment.

9.2.ORA shall bear no liability for the Student's inability to participate in all or any part of the Course as a consequence of the Student's failure to obtain such documentation.

9.3.ORA can provide a "Letter of Invitation" to support a Student's visa application. The Letter of Invitation will be provided only after receipt of the course deposit.

9.4.If the Agent intends to request a "Letter of Invitation" on behalf of a Student, 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.

9.5.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 ORA. This is especially important where those optional extras may have an influence on the granting, or otherwise, of a Student's visa. It is also the responsibility of the Agent to check carefully that all information about the Student, and any optional extras, have been recorded correctly on the Student's "Letter of Invitation".

9.6.ORA will not be held responsible for any visa rejections or delays that result from the Agent's failure to book an *optional extra* such as airport transfer, or that result from any other omission or error in the Student's "Letter of Invitation".

9.7.As per Clause 19 of the Terms and Conditions of Enrolment, no refund will be given to a Student unable to attend a course due to a failed visa application.

10. Cancellations, Extensions and Expulsions

10.1.For course cancellations, please refer to Clause 5 of the Terms and Conditions of Enrolment.

10.2.In cases where a Student leaves a course after the course has commenced, due to illness, emergency or any reason other than expulsion, the course fees will not be refunded to the Student but commission will still be paid to the Agent.

10.3.In cases where a Student decides to extend their stay during the course, the Agent will be remunerated accordingly and at the agreed commission rate.

10.4.In cases where a Student is expelled, the Student will not be offered a refund and will not be entitled to receive their reports or graduation certificates. See Clause 12 below for information on commission payments for Students who are expelled.

11. English levels

- 11.1. 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 check the course webpage or contact the partnerships team.
- 11.2. If ORA decides that a Student's level of English is not sufficient for their chosen course after they have arrived, ORA reserves the right to move the Student to a more appropriate course. If ORA decides that a Student is unable to complete a course due to an insufficient English level, the Student will be removed from the course and no refund will be available. ORA will make all reasonable endeavours to keep the Agent informed of any changes to the Student's course.

13. Handling of the GDPR

- 13.1. In the course of mutually beneficial business activities, both ORA and the Agent will have access to personally identifiable information relating to employees and representatives of each other's organisations, as well as that of other individuals.
- 13.2. Both ORA and the Agent shall comply with all applicable requirements of any data protection and privacy legislation in force from time to time in the UK, all other applicable European Union legislation relating to personal data, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (the 'Data Protection Legislation').
- 13.3. Where Student and/or Client information is provided to ORA by the Agent as part of an enquiry regarding, or an enrolment for, an ORA summer school, both parties acknowledge that ORA is, for the purposes of the Data Protection Legislation, the Data Controller.
- 13.4. It is important to highlight that the Agent may also be a Data Controller, depending on their terms of engagement with the Client, and will likely need the consent of the data subjects involved in order to pass their personal data to ORA for the purposes outlined in 13.3 above.
- 13.5. Full information on how ORA collects, stores and retains data is available in our privacy notices: oxford-royale.com/ora/policies/privacy-notice.
- 13.6. Additional terms relating to data processing are also outlined in ORA's Terms and Conditions of Enrolment, available at oxford-royale.com/ora/policies/terms-conditions

14. Advertising

- 14.1. It is in the mutual interests of both parties for the Agent to conduct their own advertising and marketing activities featuring ORA.
- 14.2. High-resolution colour photographs are available upon written request for use in the Agent's promotional materials as long as they are used exclusively for the promotion of ORA courses.
- 14.3. The Agent is not permitted to use photographs or other copyrighted material without first seeking prior permission in writing from ORA.
- 14.4. Where the Agent is producing their own advertising/marketing materials featuring ORA (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 ORA brand), ORA must review and sign-off proofs or artwork prior to the printing of any hard-copy materials, or the publishing of any digital media.

- 14.5.If any marketing or advertising material is produced which ORA, in their sole opinion, believes does not promote only their programmes or services in a correct, accurate or appropriate manner, ORA reserves the right to request the withdrawal of this material and the immediate cessation of any campaigns related thereto.

15. Group bookings

- 15.1.For enquiries relating to group bookings, or for bespoke group offers, please contact the partnerships team by emailing partnerships@oxford-royale.co.uk

16. Expiry

- 16.1.This contract will expire on 30th September 2022. All commission for programmes in 2022 must be claimed before this date.

Other agreed terms and conditions:

Irina Nikolaevna Minyailo

Signed by Agent: [Irina Nikolaevna Minyailo \(Mar 18, 2022 08:18 GMT+3\)](#).....

Date..... 18/03/2022

Print Name:..... Irina Nikolaevna Minyailo

Company Name: Private institution Secondary general school

Nicholas Buxey

Signed on behalf of Oxford Royale Academy: [Nicholas Buxey \(Mar 23, 2022 10:12 GMT\)](#).....

Print Name: Nicholas Buxey

Date 23/03/2022

