



Cambridge Melchior College
Willingham House, Cambridge CB24 5HT, United Kingdom
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Agency Agreement

Between **Cambridge Melchior College** and

Agency Name:	
Agency Full Address:	
Contact Name:	
Geographical Area(s) of Operation:	
E-mail:	
Telephone:	

Cambridge Melchior College (hereinafter referred to as “the College”) is willing to enter into a contract with international agents entitling them to a fixed commission rate in return for recruiting students to all programmes and courses, unless otherwise stated in any form of communication, on the terms specified below:

1. The College agrees to grant the agent the authority to introduce and to recommend individual students to the College in accordance with the admission policies of the College, and/or any other guidelines agreed by both parties.
2. The College will endeavour to provide the agent with complete and up-to-date information about the College with regard to the programmes, course structures, fee schedules, admissions policies and other important aspects thereto, through various appropriate media including the College website, so as to assist in the proper counselling of prospective students. At its own expense the College will provide the agent with samples of its prospectus, information leaflets, application forms, and other useful promotional materials. In addition, the agent is given permission for unlimited reproduction and distribution of the College’s publicity materials at the agent’s own initiative and expense, provided that this will not impact negatively on the public image of the College.
3. The College will endeavour to answer all enquiries and send all correspondences and related documents to the agent promptly via the most suitable and cost-effective means.
4. The College will send all necessary documents to the agent for student visa applications, as per College policies in force at the time of application. The agent agrees that such policies are amendable unilaterally by the College without notice.

5. A student whose application is reviewed favourably by the College will receive an Offer Letter from the College without further cost to the student, which will detail what steps the student must take to confirm their place, and the minimum required advance payment. Upon satisfactory receipt of the requested minimum payment and of copies of the required documents, the College will send a Confirmation Letter to the applicant via the agent or directly to the student's home address, which can be submitted as supporting documentation for the student's visa application. If the student fails to obtain a visa and returns all original documents sent by the College, plus the original of the visa refusal letter, payments to date will be refunded minus the College registration fee of £50. The level of the registration fee is subject to periodic review by the College and does not require revision of this agreement.
6. The College agrees with the agent that it will refund the inclusive course fee and any other fee received from the student into the originating bank account of a student who is refused an Entry Clearance on their final visa application, minus the registration fee in force at the time as governed by the Policy and Procedures for the Handling of Deposits, Fee Payments and Refunds. Refunds are subject to meticulous checking by the College, including a request for confirmation of the student visa refusal from UKVI. The College reserves the right to carry out such an investigation where appropriate and no refund will be issued until satisfactory confirmation is obtained or the investigation is completed regarding the visa application under scrutiny.
7. When the College refunds an amount of money back to the student or the agent, it will provide the student or agent via email with a copy of the appropriate bank receipt or transaction note.
8. The College will not be held responsible for charges levied by agents against students for administration and any other reasonable and appropriate services. However, the College will from time to time monitor and review an agent's charges to ensure that they do not have an adverse impact on the College's reputation as a responsible institution.
9. For each individual student admitted to the College who has secured a visa where relevant and has been sent by the agent for further induction procedures at the College, the College will pay to the agent a professional fee (commission) amounting to a percentage of the minimum inclusive fees paid by or on behalf of the student for his/her academic courses, but not on any monies paid after the student's arrival at the College. Commission is payable by the College at the following rate:
 - a. % of the minimum inclusive fee paid by the student if the number of students sent to the College by the agent is less than fifteen.
 - b. % of the minimum inclusive fee paid by the student if the number of students sent to the College by the agent is fifteen or over and less than thirty.
 - c. % of the minimum inclusive fee paid by the student if the number of students sent to the College by the agent is thirty or over.
10. Payments will be made only upon receipt of an invoice, which must include the student's name, date of birth, course of study and course commencement date.
11. All prospective students are encouraged to complete the Application Form carefully under the supervision of the agent. The student must enter the details for the recommending agent or representative where indicated. If an agent fails to ensure that this entry is made, the application will be considered to have been made without the recommendation of an agent and will not

warrant the payment of commission to the agent. The College will not pay a commission if the student has already submitted an application form to the College without the agent's involvement.

12. The College will review the agent's performance annually. This may be by way of student satisfaction surveys, interviews, etc.
13. The College will advise the agent that ethical performance by the agent is of paramount importance. It is understood that the agent will observe a suitable code of ethics in undertaking their responsibilities.
14. The agent will advise, evaluate and screen all prospective students and will collect from the students on behalf of the College the necessary application forms, reports, testimonials, financial guarantee letters, and any other documents as and when requested by the College. These will then be transmitted to the College.
15. The services and responsibilities of the agent to the College will include promotion of the College, its programmes, and other services including accommodation for students. The agent will also give advice to prospective students and parents to ensure that they have a full understanding of the College's sphere of operation before students commit to enrolment.
16. When advising individuals and disseminating information, the agent will take all reasonable measures to ensure that only factual and up-to-date information is provided.
17. The agent will endeavour to introduce and recommend individuals who are academically and financially qualified for admission to the College.
18. The agent will make an initial assessment of the student's ability to study at the College. In making the initial assessment, the agent will have particular regard to the following factors: previous qualifications/experience, recommended course entry requirements, English language proficiency, visa status and financial means. After the agent's assessment, if positive, application documents will then be submitted to the College and considered by the Director of Studies. A decision will subsequently be made as to whether or not the student will be accepted by the College onto the course for which they have applied.
19. The agent will ensure that the College receives the tuition fee and any other fees from the students directly (without intermediary) and remitted into its bank account in pounds sterling by bank transfer or via the College's electronic payment gateway, before students can be issued with the Confirmation Letter which constitutes formal proof of admission to the College. The agent agrees not to hold funds for the College unless otherwise instructed in writing.
20. The agent will not engage in any false, misleading or deceptive conduct or otherwise contravene any of the College's obligations towards the UK Government, the general public and current or past students. The agent will also ensure that every effort is made to eradicate any such activities carried out by third parties with intent to profit from, defame, or falsely represent the College, whilst remaining aware that there may be several agents acting on behalf of the College within the same country. The agent will ensure for the refund of student fees that all original documents sent by the College, the original visa refusal letter from UKVI and the signed Refund Request Form from the College (a copy attached herewith) will reach the College before the expiry of 90 days after the date of visa refusal. The agent also agrees that the College will make a refund only to the source it received the money from, unless the student or original payer confirms otherwise. All refund cases are subject to routine investigations by the College for their authenticity.

21. The agent confirms that s/he has read and understood UKVI rules, regulations and guidelines for studying in the United Kingdom and has kept conversant with developments as relevant to their representation.
22. This Agreement is subject to cancellation by either party on written notice or otherwise of two (2) weeks given via post, email or in person. The Agreement will be valid for TWO (2) years from the date of signature. Any renewal of the Agreement will need to be negotiated prior to the expiry of the current Agreement.
23. If the College becomes aware that the agent is engaging in false, misleading or deceptive conduct or otherwise contravening the College's norms, ethics and obligations, the College will immediately advise the agent in writing to cease that activity. Following its investigation of the activities of the agent, the College may immediately terminate this Agreement on giving one week's written notice and stop accepting students from the agent. The College reserves the right to seek all moral, legal and financial routes both in the UK and in the agent's country of origin in order to secure its reputation and interests should such an unfortunate situation arise.
24. In accepting the conditions of this Agreement the agent will also agree to abide by the highest possible standards and ethics in dealing with potential customers of the College.
25. The contractual relationship between the agent and the College will be governed by and construed in accordance with the laws of the United Kingdom.

THE TERMS OF THIS CONTRACT ARE HERETO AGREED BY:

Signed by, for and on behalf of the College:

Signature:	
Name in Full:	
Position:	
Date:	
College Stamp:	

Signed by, for and on behalf of agent:

Agent's Signature:	
Name in Full:	
Position:	
Date:	
Organisation Stamp or Seal:	