



KINGSGATE INTERNATIONAL COLLEGE

AGENT AGREEMENT

Between

KINGSGATE INTERNATIONAL COLLEGE
26 - 28 Hammersmith Grove
London W6 7BA
The United Kingdom

And

[Name of Agent]

(This Agreement is invalid without the Certificate of Authorisation)

Representative's Area of Operations:

KINGSGATE INTERNATIONAL COLLEGE appoints Agents as its representative, in **(Country)** For all of its programmes and courses offered, unless otherwise stated in any form of communication, on the terms specified below:

1. KINGSGATE INTERNATIONAL COLLEGE agrees to grant the Agent the authority to introduce and to recommend individual students to KINGSGATE INTERNATIONAL COLLEGE in accordance with the admission standards and policies of KINGSGATE INTERNATIONAL COLLEGE, and/or any other guidelines agreed by both parties.
2. KINGSGATE INTERNATIONAL COLLEGE shall endeavour to provide the Agent with complete and up-to-date information on KINGSGATE INTERNATIONAL COLLEGE with regard to the programmes, course structures, fee schedules, admissions policies, and other important aspects, through one or more media including its website, so as to assist in the proper counselling of prospective students. At its own expenses, KINGSGATE INTERNATIONAL COLLEGE shall provide Agent with samples of educational program prospectus, information leaflets, application forms, and other useful promotional materials. In addition, the Agent is given permission for unlimited reproduction and distribution of its publicity materials at the Agent's own initiative and expense, on the condition that those promotional materials shall not cause any negative impact on the image of KINGSGATE INTERNATIONAL COLLEGE.



3. KINGSGATE INTERNATIONAL COLLEGE shall 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. KINGSGATE INTERNATIONAL COLLEGE shall send all the necessary documents to the Agent for student visa applications, as per its policies in force at the time of application. The Agent agrees that such policies are amendable unilaterally by KINGSGATE INTERNATIONAL COLLEGE.
5. A student whose application is reviewed favourably by KINGSGATE INTERNATIONAL COLLEGE should receive a '**Conditional Offer Letter**' from KINGSGATE INTERNATIONAL COLLEGE without any cost to them, which would detail what steps the student must take next and what is the minimum necessary payment. Upon satisfactory receipt of the requested minimum fee and of copies of the documents, KINGSGATE INTERNATIONAL COLLEGE will send a '**Confirmation of Acceptance Letter**' to the applicant (via Agent if so requested or agreed), which is the required document for applying for a student visa. If the student fails to obtain a visa, but then returns all original documents sent by KINGSGATE INTERNATIONAL COLLEGE plus the original visa refusal letter, the minimum payment made will be refunded less the registration fee of £100. The level of registration fees is subject to periodic review by KINGSGATE INTERNATIONAL COLLEGE and needs no revision of this agreement.
6. KINGSGATE INTERNATIONAL COLLEGE agrees with the Agent that it will refund the tuition fee, and any other fee received from the student into the bank account of a student who is refused an Entry Clearance on their final visa application, less the registration fees in force at the time as governed by the Policy and Procedures for the handling of Deposits, Fee payments and Refunds of 500 POUNDS (Five Hundred British Pound Sterling). The refunds are subject to meticulous check by KINGSGATE INTERNATIONAL COLLEGE including the request of confirmation of student visa refusal from the British Immigration Tribunal enacting the judgement. KINGSGATE INTERNATIONAL COLLEGE reserves the right to carry out such investigation, therefore no refunds will be given until a satisfactory confirmation is obtained or the investigation is completed regarding the particular student visa application.
7. When KINGSGATE INTERNATIONAL COLLEGE refunds an amount of money to the student or the Agent, it will normally provide them with a copy of the receipt or the transaction note from the bank via email or fax.
8. KINGSGATE INTERNATIONAL COLLEGE will not be responsible for the Agent having their own reasonable administrative charges to students for their services although it will monitor and review whether such charges have an adverse impact on its reputation as a responsible institution.



9. For each individual student admitted to KINGSGATE INTERNATIONAL COLLEGE who has secured a visa and has been sent by the Agent for further registration procedures at KINGSGATE INTERNATIONAL COLLEGE, KINGSGATE INTERNATIONAL COLLEGE shall pay to the Agent a professional fee (commission) amounting to the percentage of the minimum Tuition Fees paid by or on behalf of the student for his/her academic courses, **but not on any moneys paid after their arrival at KINGSGATE INTERNATIONAL COLLEGE**, at the following rates;
 - a. **15% (Fifteen Percent)** of the minimum Tuition Fees paid by the student if the number of students sent to KINGSGATE INTERNATIONAL COLLEGE by the Agent is less than 10 (ten).
 - b. **20% (Twenty Percent)** of the minimum Tuition Fees paid by the student if the number of students sent to KINGSGATE INTERNATIONAL COLLEGE by the Agent is between eleven and twenty.
 - c. **25% (Twenty-Five Percent)** of the minimum Tuition Fees paid by the student if the number of students sent to KINGSGATE INTERNATIONAL COLLEGE by the Agent is above twenty.
10. Payments shall be made only on receipt of invoice, which must include the student's name, student ID number (or date of birth), the courses of study and commencement date.
11. All prospective KINGSGATE INTERNATIONAL COLLEGE students and the Agent are encouraged to complete the Application Form carefully. In the case of an application, the student must enter the Agent's ID for the recommending agent or representative on top of the Student Application Form. If the Agent fails to ensure that this entry is made the application will be considered to have been made without the recommendation of the Agent and it will not warrant the payment of any commission to the Agent. KINGSGATE INTERNATIONAL COLLEGE shall not pay a commission if the student had already submitted an application form to KINGSGATE INTERNATIONAL COLLEGE without the Agent's involvement.
12. KINGSGATE INTERNATIONAL COLLEGE will review the Agent's performance annually. This may be by way of student satisfaction surveys, interviews, etc.
13. KINGSGATE INTERNATIONAL COLLEGE will advise the Agent that ethical performance by the Agent is of paramount importance. It is understood that the Agent will, in undertaking their responsibilities.
14. The Agent shall advise, evaluate, and screen all prospective students and shall collect from the students on behalf of KINGSGATE INTERNATIONAL COLLEGE the necessary application forms, reports, testimonials, financial guarantee letters, and any other documents as and when requested by KINGSGATE INTERNATIONAL



COLLEGE. These will then be transmitted to KINGSGATE INTERNATIONAL COLLEGE.

15. The services and responsibilities of the Agent to KINGSGATE INTERNATIONAL COLLEGE shall include promotion of KINGSGATE INTERNATIONAL COLLEGE, its programmes, and other services including accommodation for students. The Agent shall also give advice to prospective students and parents to ensure they have a full understanding before the students commit to enrolment.
16. When advising individuals and disseminating information, the Agent shall take all reasonable measures to ensure that only factual and up-to-date information is given.
17. The Agent shall endeavour to introduce and recommend individuals who are academically and financially qualified for admission to KINGSGATE INTERNATIONAL COLLEGE.
18. The Agent will make an initial assessment of the students' ability to study at KINGSGATE INTERNATIONAL COLLEGE. In making the initial assessment, the Agent will have particular regard to the following factors i.e. Previous Qualifications/Experience, Course Entry Requirements, English Language Proficiency, Visa Status, and Financial Ability (maintenance) to study in the UK. After the initial assessment, the documents will be finally assessed by the College and decision will be taken as to whether or not to accept the student at KINGSGATE INTERNATIONAL COLLEGE. The Agent shall submit complete documentation of the student's application to KINGSGATE INTERNATIONAL COLLEGE promptly by airmail, or by any other efficient method as required.
19. The Agent shall ensure that KINGSGATE INTERNATIONAL COLLEGE receives the tuition fee and any other fees from the students directly (without intermediary) and remitted into its bank account by Telegraphic Transfer (TT) or International Bank Draft (in GBP, British Pound Sterling) before students can be issued with a '**Confirmation of Acceptance Letter**', the formal proof of admission to KINGSGATE INTERNATIONAL 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 KINGSGATE INTERNATIONAL COLLEGE's obligations towards the government, the public and students as a whole. The Agent will also ensure that every effort is made to clamp down on such activities carried out by third parties with intent to profit from, defame, or falsely represent KINGSGATE INTERNATIONAL COLLEGE, while remaining aware that there might be another Agent acting on behalf of KINGSGATE INTERNATIONAL COLLEGE in a different scope of operations within the same country. The Agent shall ensure, for the refund of student fees, that all original documents sent by KINGSGATE INTERNATIONAL COLLEGE, the original visa



refusal letter from the British High Commission or the British Embassy or the Consulate and the signed Refund Request Form from KINGSGATE INTERNATIONAL COLLEGE (a copy attached herewith) shall reach KINGSGATE INTERNATIONAL COLLEGE before the expiry of 90 days after the date of visa refusal. The Agent also agrees that KINGSGATE INTERNATIONAL COLLEGE shall 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 KINGSGATE INTERNATIONAL COLLEGE for their authenticity.

21. The Agent confirms that he/she has read and understood the relevant Immigration Department rules, regulations, and guidelines for studying in the United Kingdom and has kept conversant with the developments as relevant to such 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 shall be valid for TWO (2) years from the date of signature. Any renewal of the Agreement will have to be negotiated prior to the expiry of current agreement.
23. If KINGSGATE INTERNATIONAL COLLEGE becomes aware that the Agent is engaging in false, misleading, or deceptive conduct or otherwise contravening KINGSGATE INTERNATIONAL COLLEGE's norms, ethics and obligations KINGSGATE INTERNATIONAL COLLEGE will immediately advise the Agent in writing to cease that activity. Following its investigation of the activities of the Agent, KINGSGATE INTERNATIONAL COLLEGE may immediately terminate this Agreement on giving one week's written notice and stop accepting students from the Agent. KINGSGATE INTERNATIONAL COLLEGE reserves the rights to seek all moral, legal and financial routes in both the UK and the country of the Agent in order to secure its reputation and interests should such 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 KINGSGATE INTERNATIONAL COLLEGE.
25. The contractual relationship between the Agent and KINGSGATE INTERNATIONAL COLLEGE shall be governed by and construed in accordance with the laws of England and Wales.

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THE TERMS OF THIS AGREEMENT ARE HERETO AGREED BY:

Signed by, for and on behalf of KINGSGATE INTERNATIONAL COLLEGE:

Signature: _____ Name in Full: _____

Position: _____ Date: _____

KINGSGATE INTERNATIONAL COLLEGE's Stamp/Seal:

Signed by, for and on behalf of Agent:

Signature: _____ Name in Full: _____

Position: _____ Date: _____

Agent Organisation's Stamp/Seal: