

## 1. Representation of Anglo-Continental

- 1.1 These Conditions apply to all Agents who sell courses offered by Anglo-Continental:
- where the Agent collects fees from clients** and accepts responsibility for the payment of those fees, after the deduction of the agreed commission, to Anglo-Continental;
  - where the Agent does not collect fees from clients** but whose clients pay fees direct to Anglo-Continental.
- 1.2 All Agents sell Anglo-Continental courses in accordance with these Conditions for Agents, the Conditions of enrolment and the current Prospectus, together with any variations, special conditions or procedures specified in writing.

## 2. Booking

- 2.1 Bookings may be made either by sending the completed enrolment form to Anglo-Continental or by transmitting the relevant information by fax or email.
- 2.2 If an enrolment is sent by the client on the Agent's recommendation the Enrolment form must be clearly identified as originating from that Agent. Anglo-Continental cannot pay commission in retrospect if claimed by an Agent after a booking has been processed.
- 2.3 If two or more enrolments are sent to Anglo-Continental for the same client, then the first enrolment received will be accepted.
- 2.4 On receipt of an enrolment Anglo-Continental will send a letter of confirmation, an invoice and all other documentation relating to the booking as follows:
- where the Agent collects fees from clients**, documentation will be sent to the Agent. The Agent will be responsible for checking that the details are correct.
  - where the Agent does not collect fees from clients**, documentation will be sent direct to the client.
- 2.5 If at any time Anglo-Continental is unable to provide the course for which a client has been enrolled, an alternative course of a similar or higher specification will be provided, if available, at no additional cost.
- 2.6 Anglo-Continental reserves the right to make an administrative charge for each change requested less than 2 weeks prior to course commencement.
- 2.7 Anglo-Continental reserves the right to cancel or withhold confirmation of a booking or to withdraw educational and accommodation facilities after course commencement, at its discretion, if at any time incorrect information is supplied by or on behalf of the client, fees due to Anglo-Continental from the Agent or the client have not been received, or if such action is otherwise deemed necessary in the interests of the Agent, the client or Anglo-Continental.

## 3. Commission

- 3.1 The Agent's rate of commission must be confirmed in writing by Anglo-Continental.
- 3.2 Commission is due to the Agent on the Course fees only, as specified in the Prospectus. Commission is only payable to the Agent who submits the enrolment to Anglo-Continental. If a prospective student sends the enrolment directly to Anglo-Continental, it must be clearly marked with the Agent's name and address. If a third party (e.g., company or sub-agent), sends subsequent enrolments to Anglo-Continental directly (i.e., not via the original Agent), then the original Agent will be contacted and a separate commission agreement will be arranged.

Commission is not applicable to:

- the fees for accommodation and meals
- supplementary or compensatory accommodation charges

- any charges for additional services provided for the student (e.g. transfers and transport, excursions and educational visits which are not part of the published course fees, private lessons which are not part of the scheduled course, examination fees, restaurant vouchers or special sports)
- any cancellation charges payable in accordance with the Conditions of enrolment.

- 3.3 The Agent will be responsible for paying all applicable taxes on the commission transferred.
- 3.4 **Where the Agent collects fees from clients**, Anglo-Continental raises an invoice to the Agent showing the net fees due after deduction of commission as defined in paragraph 3.2.
- 3.5 **Where the Agent does not collect fees from clients**, Anglo-Continental raises an invoice to the client showing the gross fees due. Commission is only payable for courses which have been paid for in full by the client and, in the case of courses of 12 weeks or less, only after course completion.

In the case of Long-Term Courses, commission may be paid after course completion or, if the Agent so requests, on completion of each 12-week period of the course.

## 4. Fees and payment

- 4.1 The fees for course and accommodation, as specified in the Prospectus, are valid from 1 January to 31 December each year. The fees for the following year are normally published in July/August.
- 4.2 Payment should be made by secure online bank transfer or credit card payment via peerTransfer:  
<https://www.peertransfer.com/school/anglo-continental>  
or by bank transfer using SWIFT to:
- Lloyds TSB Bank plc, 45 Old Christchurch Road,  
Bournemouth BH1 1ED, England  
Account Name: Anglo-Continental  
Account Number: 01 91 75 58  
IBAN: GB05 LOYD 3091 0801 9175 58  
BIC: LOYDGB21045 Sort Code: 30-91-08

The client's reference number must be stated in every case.

The bank making the transfer must be informed that you or your client will pay **ALL** bank transfer charges in your own country and in England. A copy of the Bank's Transfer Confirmation must be sent to us as proof of payment.

- 4.3 **Payment must be received by Anglo-Continental not less than four weeks before the date of course commencement, otherwise Anglo-Continental reserves the right to cancel, without notice, the course, accommodation and all other services.**
- 4.4 Failure to pay the invoiced fees, either on the part of the Agent or the client, may delay the provision of the course, accommodation and other services and the crediting of commission.
- 4.5 Anglo-Continental reserves the right to charge 1% per month on the unpaid amount of the fees due with effect from four weeks before the date of course commencement.
- 4.6 Where a student is enrolled through an Agent who receives commission or pays net fees and payment is made by Credit Card a service charge of 2.5% will be levied or deducted from any commission due.
- 4.7 A receipt or other evidence of payment must be produced by the client for inspection by the British Immigration Authorities on entry into the United Kingdom, and to the school on the first day of the course.

## 5. Visas

- 5.1 Anglo-Continental expects Agents to carry out suitable checks to determine whether a potential client is genuine and is intending

to arrive at the school and to complete his or her course of tuition with us. Further details regarding Agents' responsibilities can be found on Anglo-Continental's website <http://www.anglo-continental.com/en/uk/Reps-default.html>

- 5.2 Where a client needs a visa for entry to England, he or she must pay a deposit as specified in the current Prospectus (deductible when the fees are paid in full), or the full amount of the fees due, before Anglo-Continental can process the enrolment and produce the confirmation documents required for the visa application. Should an application for a visa be refused, the student will be entitled to a refund of the deposit and any fees paid (after deduction of an administration charge as specified in the current Prospectus) on receipt of a copy of the letter of refusal from the British Embassy prior to course commencement.

- 5.3 Agents are responsible for checking that their clients have been issued with the correct visa to allow them to study upon their course at Anglo-Continental in the United Kingdom. A scanned copy of the visa should be emailed to Anglo-Continental to enable us to check that it is correct. Anglo-Continental cannot be held responsible for any errors made during the visa application process.

## 6. Refund of fees

- 6.1 When the Conditions of enrolment relating to Cancellation or Curtailment have been met and a refund is due from Anglo-Continental:

- a) **where the Agent collects fees from clients**, a revised invoice replacing the previous one(s) is issued to the Agent (subject to the deduction of any fees payable in lieu of notice) and the resulting credit of net fees is posted to the Agent's account. No refund is made to the clients by Anglo-Continental, and it is the Agent's responsibility to refund the gross fees to the client.
- b) **where the Agent does not collect fees from clients**, and the clients have paid their fees direct to Anglo-Continental, a refund is made to the clients by Anglo-Continental (after deduction of any fees payable in lieu of notice), and the appropriate amendment is made to the Agent's commission account.

## 7. Change of course

- 7.1 When a client's course is changed to a course of a lower specification, any refund due in accordance with the Anglo-Continental Conditions of enrolment is made in the form of a credit towards any required extension of the amended course or towards any Anglo-Continental course in England during the twelve months following the end of the amended course. The credit is not transferable to another client, and no cash refund can be given.

Where the fees due have been received by Anglo-Continental, either from the Agent or the client, a credit voucher is issued by Anglo-Continental to the client (subject to deduction of any fees payable in lieu of notice) and a copy is supplied to the Agent for information.

The fees as originally invoiced remain payable to Anglo-Continental, and no credit voucher can be issued to the client until they have been received.

Since no cash refund is given to the client, the Agent's full commission on the fees for the original booking is protected. The client may subsequently redeem the credit voucher by extending the amended course or enrolling for a further course within twelve months. If the client presents the credit voucher directly to Anglo-Continental, commission will be due to the Agent on any additional commissionable fees paid by the client in excess of the value of the credit voucher.

## 8. Substitution of bookings

- 8.1 Under no circumstances may a reference number or an accommodation address allocated by Anglo-Continental be transferred by an Agent from one client to another.

## 9. Prolongation of a course

- 9.1 It is usually possible to prolong a client's course provided that there is a place available. If the Agent wishes to arrange such a prolongation for a client, the Agent should inform Anglo-Continental by letter, fax or email as early as possible, specifying the course number and the dates of the prolongation.
- 9.2 If a client applies directly to Anglo-Continental to prolong the course, the application will be accepted unless the Agent has advised Anglo-Continental to the contrary. In this event, unless payment is guaranteed by the Agent, Anglo-Continental collects the full standard gross fees for the prolongation from the client, and sends the Agent a copy of the prolongation invoice. The appropriate commission is credited to the Agent's account.

## 10. Liability and insurance

- 10.1 Anglo-Continental will not be liable for loss, damage, illness or injury to persons or property however caused, except where such liability is expressly imposed beyond exclusion by statute.
- 10.2 Agents should advise their clients to take out personal insurance against all such risks, including inability to attend or continue a course and insurance for the payment of medical expenses.

## 11. Agents' publications

- 11.1 Agents are encouraged to feature Anglo-Continental courses in their own publications, but Anglo-Continental cannot accept responsibility for discrepancies between them and its own publications. It is therefore essential that Agents producing their own publicity material should submit it to Anglo-Continental before going to print.

## 12. Promotional material and copyright

- 12.1 Anglo-Continental claims world copyright for all its promotional material including video/DVD films, photographs and CD Roms, and Agents may use such material for the promotion of Anglo-Continental courses only. Promotional material is available free of charge and can be ordered from Anglo-Continental. Under no circumstances may any such material be used for the promotion of other schools or courses, or for general publications, without the written permission of Anglo-Continental.

## 13. Force majeure

- 13.1 It shall be a fundamental condition of the contract between Anglo-Continental and the Agent that Anglo-Continental shall not be in any way liable to the Agent or the client in the event of any service contracted to be supplied by Anglo-Continental becoming impossible to supply by reason of industrial dispute or other cause outside its control.

## 14. Validity of these conditions

- 14.1 These Conditions for Agents are valid from 1 January 2016 and supersede all previous issues.
- 14.2 Together with any written contracts or agreements between the Agent and Anglo-Continental, they shall be subject to the Law of England, and any questions arising from them shall be resolved according to the principles of that law. The English Courts alone shall have jurisdiction over any matter arising from them.

**Anglo-Continental 29-35 Wimborne Road Bournemouth BH2 6NA England**

**Telephone:**

National 01202 55 74 14  
International (GB Code) + 1202 55 74 14

**Fax:**

National 01202 55 61 56  
International (GB Code) + 1202 55 61 56

**Email/Website:**

english@anglo-continental.com  
www.anglo-continental.com