

1. Representation of Anglo-Continental

- 1.1 These Conditions apply to all Agents who sell courses offered by Anglo-Continental:
- where the Agent sell course(s) to and collects fees from their clients** and accepts responsibility for the payment of those fees, paying the agreed net price, to Anglo-Continental;
 - where the Agent sell course(s) to and does not collect fees from their 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 email or via the website.
- 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 the difference between the gross and net price of the course(s) 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 sell course(s) to and collects fees from their clients**, documentation will be sent to the Agent. The Agent will be responsible for checking that the details are correct.
 - where the Agent sell course(s) to and does not collect fees from their clients**, documentation will be sent direct to the agent and can be, on request, sent direct to the agent's client.
- 2.5 If at any time Anglo-Continental is unable to provide the course for which an agent's 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 4 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 or incomplete information is supplied by or on behalf of the Agent's client, fees due to Anglo-Continental have not been received, or if such action is otherwise deemed necessary in the interests of the Agent, the Agent's client or Anglo-Continental.

3. Percentage Reduction on Gross Course Fees

- 3.1 The Agent's percentage rate of deduction between the gross course fee and the net course fee must always be confirmed in writing by Anglo-Continental.
- 3.2 Reductions are available to course fees only and only 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 business 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 agreement will be arranged.

Reductions are not applicable on items such as:

- 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 difference between the gross and net price transferred.

3.4 **Where the Agent collects fees from clients**, Anglo-Continental raises an invoice to the Agent showing the net fees as defined in paragraph 3.2.

3.5 **Where the Agent does not collect fees from the Agent's clients**, Anglo-Continental raises an invoice on behalf of the agent to their client showing the gross fees due. The difference between the gross course fee and the agent's net price is only payable for courses which have been paid for in full by the agent's client and, in the case of courses of 12 weeks or less, only after course completion.

In the case of Long-Term Courses, the difference between the gross course fee and the agent's net price 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 published in July/August.

4.2 Payment should be made by credit card via Flywire:

<https://www.flywire.com/pay/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, the agent, 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.

Anglo-Continental cannot accept credit card payments directly from Agents for payment of any service.

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 Agent's client, may delay the provision of the course, accommodation and other services.

4.5 Anglo-Continental reserves the right to charge 2% per month on the unpaid amount of the fees due with effect from four weeks before the date of course commencement.

4.6 A receipt or other evidence of payment must be produced by the client for inspection by the 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 their 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:

<https://www.anglo-continental.com/more-info/agents>

- 5.2 Where an Agent's 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 Agent's client 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 sell course(s) to and collects fees from their 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 Agent's clients by Anglo-Continental, and it is the Agent's responsibility to refund the gross fees to their clients.
- b) **where the Agent sell course(s) to and does not collect fees from their clients**, and the Agent's clients have paid their fees direct to Anglo-Continental, a refund is made to the Agent's clients by Anglo-Continental (after deduction of any fees payable in lieu of notice), and the difference, if any between the new gross and net fees recorded.

7. Change of course

- 7.1 When a course of an Agent's client 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 of the Agent, and no cash refund can be given.

Where the fees due have been received by Anglo-Continental, either from the Agent or the Agent's client, a credit voucher is issued by Anglo-Continental to the Agent's 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 Agent's client until they have been received.

Since no cash refund is given to the Agent's client, the full reduction on the original booking is protected.

The Agent's client may subsequently redeem the credit voucher by extending the amended course or enrolling for a further course within twelve months. If the Agent's client presents the credit voucher directly to Anglo-Continental, the difference between the gross course fees and the net course fees will be due to the Agent on any additional gross course 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 of its client to another.

9. Prolongation of a course

- 9.1 It is usually possible to prolong course of an Agent's client 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 in writing as early as possible, specifying the course number and the dates of the prolongation.

- 9.2 If an Agent's 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 Agent's client, and sends the Agent a copy of the prolongation invoice. The appropriate difference between the gross course fees and the net course fees 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. International Student Travel Insurance can be purchased through Anglo-Continental. For further details visit the website: <https://www.anglo-continental.com/more-info/international-student-travel-insurance/>

11. Agents' publicity material

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

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 programmes 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 expressed 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 Agent's 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 2020 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.

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