

REPRESENTATION AGREEMENT – PRACTICAL SUMMARY

This non-legal summary:

- (i) is intended to outline key aspects of the new Representation Agreement (**RA**) you have with Bournemouth University Higher Education Corporation (**the University / us / our / we**);
 - (ii) provides guidance on the main duties you have under the RA;
 - (iii) is not intended to have or alter the legal effect of the RA and shall not affect the interpretation of, or rights or duties under, the RA; and
 - (iv) for the avoidance of doubt, all duties in the RA continue to apply unaffected by this summary.
- a) **Responsibility** You represent us for the purposes of student recruitment and must advise applicants responsibly on our behalf and from suitable premises. You must obtain our consent before you use any sub-contractors to provide the services. The RA sets out responsibilities which apply to your employees, officers, representatives, advisers, agents or sub-contractors (your Staff and Contractors) when fulfilling the services. You must use best endeavours to ensure that all your Staff and Contractors engaged in the provision of advice and assistance to our potential students have attended and completed the British Council Training.
- b) **Applicant services** You must ensure your staff understand all your obligations listed under clause 5 of the RA and, in particular, that they must:
- a. tell applicants about our course requirements and that we only accept applications for the courses on our terms and conditions;
 - b. not suggest to any prospective applicants that they can enrol on a course on a student visa if their primary purpose is anything other than to engage in full-time study;
 - c. only submit or assist an applicant to submit an application to enrol with us if they either hold an appropriate immigration status or nationality which will permit them to take up an offer to study on the course in question, or will be able to satisfy the requirements to be granted a Student Visa sponsored by us;
 - d. when you start representing an applicant, ensure that each prospective student completes and signs the Education Agency Notice and Consent Form (at Schedule D to the RA, as updated by us from time to time). and provide this to us promptly on request.;
 - e. keep applicants regularly informed about the progress of their application and any communications from us about their application and, if successful, any pre-arrival information;
 - f. advise Applicants of any financial consequences if they are considering cancelling their acceptance of a place on a Course after 14 days of the Applicant accepting the Course offer from the University, or withdrawing from the Course before or after the Course start date, according to the University's prevailing Student Agreement published on the University's website (at <https://www.bournemouth.ac.uk/students/help-advice/important-information>). If the Applicant wishes to proceed with that

cancellation, assist the Applicant to submit a cancellation form to the University without delay; and

- g. assist us to track applicants visa status in accordance with our responsibilities as a student sponsor licence holder. This includes maintaining contact with the applicant up to the point of enrolment, maintaining up-to-date contact details for applicants, reporting any student visa refusals to us promptly together with the reasons for refusal.

c) **Application process**

- a. You must support the student to send suitable student applications to our International Marketing & Student Recruitment Team via one of the following methods:

- i. Universities and Colleges Admission Service (UCAS).
- ii. Our on-line portal via our website using the “apply now” button ([myHub](#)).

- b. Where you provide your services at application stage, to demonstrate your involvement in the recruitment of the student:

- i. For applications submitted via the University's on-line portal, you or the applicant must ensure the box that confirms the application is being submitted via a representative is ticked, identify yourself using the agent drop-down list, complete all sections of the 'My Education Agent' section and confirm the Applicant's consent to Parts 1 and 3 of the Education Agency Notice and Consent Form (Schedule D) at the point of application.
- ii. For UCAS applications, once we grant the applicant access to myHub, you must complete, or ensure that the applicant has completed, the 'My Education Agent' section of myHub promptly and within 7 days following receipt by you or the applicant of the login details or before the deadlines set out under c) c. ii. below, whichever is earlier. To complete this section, you or the applicant must select the relevant course application within myHub, click on 'Add an agent to this application', identify yourself from the agent drop-down list and confirm consent to Parts 1 and 3 of the Education Agency Notice and Consent Form (Schedule D to the RA) to demonstrate proof of your involvement in the application.

- c. Where you provide your services after an application has been submitted via UCAS or the on-line portal, where no representative has been tagged or where the applicant would like to change their representative, to demonstrate your role in providing post-application services to the applicant:

- i. the applicant or you must login to myHub and complete the 'My Education Agent' section as soon as you start providing support to the applicant and before the deadlines set out in paragraph B.3 c) of Schedule B to the RA. To complete this section, you or the applicant must select the relevant application, click on 'Add an agent to this application', identify yourself from the agent drop-down list and confirm consent to Parts 1 and 3 of the Education Agency Notice and Consent Form (Schedule D to the RA).

- ii. In respect of all applications, you must ensure that the proof of involvement as outlined above in respect of each introduced student is completed on or before:
 - a. 31 August for courses starting during the autumn term; and
 - b. 31 December for courses starting during the spring term;
 - c. in respect of summer term courses, on or before such date as we may notify to you from time to time.

If the details set out above are not completed in accordance with those deadlines, it will mean that no commission will be payable to you in respect of that introduced student.

- d) **Standard of service** You and your staff must behave in a professional and ethical manner when performing your services under the RA, which includes ensuring that you take applicable bribery prevention steps. For further information on bribery prevention see our [Anti-Bribery Policy and Procedures](#).
- e) **Data protection** We are subject to the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DP Legislation). The DP Legislation sets standards relating to the use of information about living individuals (including our applicants and students). It requires us to be fair and transparent about how we collect and use information about them and to have adequate security in place to protect the information from unauthorised use or loss.

The DP Legislation also requires us to obtain certain contractual assurances from our service providers where they will be handling personal information for us. We have included these contractual assurances in sub-clauses 5.7(h), 8.1 to 8.11 (inclusive) and Schedules E and F of the RA. It is important that your staff understand the DP Legislation and receive regular training on how to comply with it when handling information about our applicants. For guidance on complying with the DP Legislation, see the Information Commissioner's Office's [Guide to the UK General Data Protection Regulation](#).
- f) **Intellectual property** The RA does not give you the right to use any of our intellectual property (IP) without our permission. Our IP includes our logos, our name and written materials on our courses for example. You may use our name (and such other IP as we may approve in writing from time to time) solely to promote us to potential students in accordance with the RA. Where we provide you with materials (comprising our IP) to provide to prospective applicants, the act of giving these to you can be treated as our consent for you to use these for this purpose. For anything else, you will need to contact us to obtain permission first.
- g) **Publications** You must follow our publication guidelines (which are available upon request), and forward to us copies of any promotional material relating to us for approval in good time before publication.
- h) **Commission rates** For each successful enrolment, we pay you a percentage commission of the Net Tuition Fees for courses falling within the definition in the RA, at the set rate as set out at B.1 a) of Schedule B to the RA.

Net Tuition Fees means:

- a. for study abroad introduced students, the gross tuition fees payable to us for each term of the course that the introduced student is enrolled with us up to a maximum of a year; or
- b. for all other introduced students, the first year's gross tuition fees payable to us for the first year of entry onto the course,

minus any scholarship and/or discount awarded to the introduced student.

You bear the cost of all your representation costs, expenses, exchange rate risk and foreign bank charges.

i) Applicable applicants Commission will only be payable for:

- a. Postgraduate, undergraduate, distance learning, summer school or study abroad students who pay course tuition fees at the University's published international rate; or
- b. Any other student that the University at its sole discretion confirms in writing to you that it agrees to include within the scope of the RA on an individual basis; and
- c. Who is introduced to us by you and becomes a student as a result of you performing the services.

j) Applicable courses Commission will only be paid for:

- a. an undergraduate or postgraduate full-time course of study provided by the University on its Talbot or Lansdowne campus or one of the University's distance learning courses; or
- b. the University's summer school courses or study abroad programmes (as agreed by the University from time to time); and
- c. where none of the exclusions set out below apply.

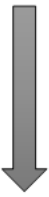
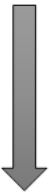
k) Commission exclusions Even if the course falls within the scope of an applicable course, commission **will not** be paid:

- a. for a short or part-time course of study (except for our international summer school courses or study abroad programmes);
- b. where you have the right to claim commission for the same student introduction via another party (we will offer guidance to you on this but this will apply to the majority of enrolments on our preparatory/pre-sessional programmes);
- c. for courses provided through collaborative provision, including a shared delivery arrangement;
- d. where more than one representative invoices us for same student enrolment, we have the right to select which shall receive the commission or to share the commission between representatives; and/or
- e. where the student is a U.S. citizen or an eligible non-citizen who may be eligible for funding under the U.S. Government William D Ford Federal Direct Loan Program in accordance with the criteria provided at <https://studentaid.gov/understand-aid/eligibility> (we are prohibited from

paying commission to you in relation to any such students under our agreement with the U.S. Department of Education).

Where you only supported a student during one part of the student's application process, we shall have the right to reduce the amount of the commission payable to you by such amount as we consider to be fair and reasonable. In making our decision as to the amount by which the commission should be reduced, we may take into account the amount of support provided to the student and the period over which that support was provided.

We will have regard to the table below which sets out, for indicative purposes only, the commission which we consider is typically payable in respect of the different phases of support offered by representatives to students:

Application submitted	50% of commission	
Conditional offer		
Unconditional offer		
CAS issued	50% of commission	
Visa received		
Student enrolled		

- l) **Start and duration of the agreement** The RA will start from the date of last signature to it by your or our authorised contract signatory. The RA will continue for the period set out at clause 9.1 of the RA, unless ended earlier by either you or us by giving the other 28 days written notice or for one of the reasons listed in clause 9 or 12.3 of the RA. After the RA ends, some of its terms will continue to apply as set out at clause 9.13(a) of the RA. For example, the terms relating to payment to allow for invoicing and payment of commission to you for services provided before the RA ends.
- m) **Services provided before the start date**
- a. Any services you provide between the expiry of a previous representation agreement with us and the start date of the RA (and the level of commission which is payable to you) shall be deemed provided (and payable) subject to the terms of the RA and in particular the provisions of the RA (including as to the level of commission) shall apply in respect of any introduced student for whom the payment trigger for the payment of commission (described in paragraph B.4 of Schedule 3 to the RA) occurs after the date of expiry or termination of that previous representation agreement.

- b. Where you and we do not have a pre-existing representation agreement, any services you provide to us before the RA starts will be treated as covered by the new RA.
- n) **Effect on any previous agreements** The new RA takes the place of any previous representation agreement with us relating to the same territory/territories listed at Schedule A to the RA.
- o) **Territory restrictions** The RA only applies to the student recruitment services you provide in the territories listed at Schedule A of the RA. We will review Schedule A periodically in consultation with you and will confirm any changes in writing using the format at Schedule C of the RA.
- p) **Scope of authority** You do not have authority to enter into any commitments (contracts with prospective applicants for example) on our behalf and must not try to do so.
- q) **Non-exclusivity** You have a non-exclusive contract with us. This means the RA does not stop (i) you from providing representation services to other organisations, or (ii) us from obtaining representation services from others.
- r) **Indemnity** You agree to compensate us for any loss or cost we incur resulting from your breach of the RA, or your wrongful or negligent act or omission.
- s) **Language** All communications with us must be in English.
- t) **Law and jurisdiction** English law will apply to any dispute you have with us about the RA and all disputes arising out of or in connection with the RA shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be London.

If you have any queries about the RA or this Summary, please contact our International Marketing & Student Recruitment Team at international@bournemouth.ac.uk.