



UniHaven International Students Recruitment Agency Agreement

Contract of Agreement between UniHaven Limited (hereinafter referred to as “UniHaven”) having its registered office at 2nd Floor Block 4, Bracken Business Park, Bracken Road, Sandyford Business Park, Dublin 18, Ireland D18V0Y0

And

Mr/ Ms representing

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(hereinafter referred to as “the Agent”) having its registered office at:

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Providing services to UniHaven in the following geographical regions, hereby called the “Territory” on a non-exclusive basis:

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Please sign name: Agent Code:

Date:



UniHaven is pleased to have you as a representative and welcome the opportunity to work with you. Please review the information below and confirm your acceptance of this agreement with your signature, Company name and Company stamp (where applicable) and date. Please kindly return a copy to us either by email or mail at your earliest convenience.

General

- By agreeing, the Agent agrees to represent the College in all aspects of promotion, recruitment, registering etc, ethically and professionally as per UDOC006 UniHaven Supplier Code of Conduct Rev 1 and UDOC003 UniHaven Agent Handbook Rev 1.
- By agreeing, the Agent has read and agrees to the terms and conditions of business as laid out in the relevant College Policies and Guidelines.
- By agreeing, both parties agree to keep Confidential information secret and confidential. Specific to: Business Strategies and Methods: marketing schemes, advertising strategies, and product launch announcements.
- Confidential Information is covered by the agreement depending on whether the information can easily be obtained by other means.

1. Obligations - UniHaven

The College shall devote significant efforts to support the Agent in recruiting and enrolling students to programmes and hereby commits itself to the following obligations:

- Provide the Agent with all the documentation regarding the programmes offered by the College.
- Provide the Agent with textual, graphic, audio and video materials presenting the products and services of the College and to help in training the Agent's staff.
- Issue Certificate granting authority to the Agent to recruit students for the programmes in the assigned Territory.
- Provide the Agent with the tuition fee schedule, curriculum, and programme information.
- Issue appropriate acceptance letter, tuition receipt and any other documentation the College is required to provide to the student recruited by the Agent to apply for a student authorisation after the full amount of tuition and registration fee are received by the College from the student.
- Assist the Agent to inquire into and expedite the processing of student authorisations. Processing all applications from the agent within 24 hours for programmes, i.e., issue offer letters and where necessary liaise with the Irish Visa Department in the relevant Embassy to assist with visa approvals if required.

2. Obligations - The Agent

The Agent shall provide whole-hearted student recruitment and visa application counselling services to the College and the students who are contracted by the Agent to take the programmes and programs of the College and commits to the following obligations:

- Provide the College all the certification and documentation which allows the Agent to carry on its business in the Territory in a lawful fashion.
- Inform the College promptly of the policies and regulations concerning the administration of the affairs of the students who wish to study abroad.
- In its sole discretion widely publicise and actively promote the programmes and services of the College to prospective students in the Territory.
- Assist all the prospective students to complete the application forms and prepare the financial sponsorship or guarantee certificates and any other documentation required by the student for the visa application.
- The agent will provide a draft of all information about the College and its programmes for approval before it being printed in any form of advertisement.
- The use of the College logo will be produced and used under the guidelines and instructions provided in the UniHaven Brand Manual. Remit to the College within 10 working days the registration fee collected from each student when the student has completed the application form for the pathway programmes offered by the College.
- Remit to the College within 10 working days tuition or tuition deposit collected from the student, if relevant.
- Provide for each student acceptance letter, tuition fee receipt and any other documentation issued by the College in support of the student visa application (“Student Visa Documentation”).
- Inform the College promptly of the status of the student visa application.
- Conduct its business under the terms set out by this Agreement and the Certificate of Authorisation.
- In cases where the visa application has been declined by the Immigration Authority refund all the tuition fees except the non-refundable portion no later

than one month commencing from the date when the Agent has been notified that the case has been denied and forthwith provide photostatic copies of the rejection letter along with an application for refund completed by the student to the College. Refer to UPOL008 UniHaven Fees and Refund Policy Rev 1.

- The Agent shall allow the College full access to the resources of any education exhibition program organised or provided by the Agent in any location in the assigned Territory so long as this Agreement is in full force and effect and the College will be entitled to have its own staff present at the exhibition.
3. The parties hereto have reached the following agreement regarding the standards, method of payment and the mechanism of the administration of the tuition, registration, commission, and consulting service fees:
- The College shall in its sole discretion set the tuition and fee standards under the global educational market as well as the educational market in the Territory and shall promptly inform the Agent of the fee schedule and any changes thereto.
 - The College will not raise published prices without prior notice to the agent except for increases caused by unexpected situations such as increased residence rates, which are out of UniHaven's control. Details of price increases will be issued a minimum of 3 months before coming into effect.
 - UniHaven agrees that Agent will be entitled to a commission ("Commission") at the following rates based upon the first year only tuition only fee paid by a student recruited by the Agent when the student has successfully been registered and enrolled at the College and has fully paid all of its fees:
 - Fifteen per cent (15%) - for 1 to 15 students.
 - Twenty per cent (20%) for over 16 students.
 - The Agent shall in its sole discretion have the right to set its own consulting service fee standards in the Territory.

- The Agent shall ensure that each student forwards the full amount of tuition fees and associated registration and administration fees once the student has been accepted for admission by the College and ensure that such fees are remitted to the College within 10 working days of confirmation of admission approval.
- The Agent shall sign a formal written agreement with each student which will specify: the tuition and associated registration and administration fees payable, the consulting service, the refundable and non-refundable fee items and refund procedures in line with UPOL008 UniHaven Fees and Refund Policy Rev 1.
- Any party whose conduct contravenes the above terms and regulations of this agreement on the administration of the tuition fees, commission and consulting service fees shall bear the responsibility for all the serious consequences arising.
- In cases where a visa application of a prospective student is declined the Agent must inform the College without delay of the situation and send the photostatic copy of the refusal letter and submit a formal written request for a refund executed by the student with photostatic copies of the receipts and any other required documentation required for a refund. The parties agree that no student is entitled to a refund unless the student has received a refusal letter from the respective Embassy or Consulate / Commission. Referring to the UniHaven refund policy.
- Refund requests must be dealt with under UPOL008 UniHaven Fees and Refund Policy.
- The Agent will ensure that s/he works with the College to ensure that the student gets all the refundable fees to the bank account designated by the student within one month of request for same.
- In cases where a partial refund is granted to a student recruited and referred to the College by the Agent, the Agent must return any commission paid to the Agent according to the following formula: Commission returnable = (is equal to) actual commission payment – (minus) tuition fees received for programmes and services already provided by the Provider x (times) the commission rate as stipulated in this agreement between both parties.

4. The Agent may only make promises of products and services to prospective students under what has been specified in the official publications or/and documentation authorised by UniHaven senior management. The Agent must not enter into any verbal agreement or sign any contract with any prospective student or any individual person or organisation which would incur any obligations or responsibilities to the College without first obtaining written consent from UniHaven senior management. In cases where products and services need to be added to coordinate with some large-scale promotion activities, the Agent must notify and consult the College. The Agent must not act before receipt of written consent and authorisation from UniHaven.
5. The Agent will inform UniHaven immediately of any intention to represent any other pathway provider in Northern Ireland or the Republic of Ireland and will also inform the College of any existing relationships with education providers in either country.
6. This agreement shall be valid for one year and shall be renewed for another term of one year if there is no objection from either party and after an annual review. It shall be renewed on this same basis for the rest of the terms when it comes up for renewal. During the current term, if any party has a breach of the agreement, the other party has the right to terminate it at any time giving written notice of one month by either party and this agreement supersedes any previous agreement between the parties, both written and verbal.
7. Any notice to be given by either party hereunder may be validly given if sent by registered mail, postage prepaid, addressed to the other at the respective addresses given below.
8. Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation, any other determinable cause beyond the reasonable control of the parties, or either of them renders the performance of this contract impossible.



<p>If to UniHaven:</p> <p>Address:</p> <p>Merits Devoy Quarter John Devoy Road Naas Co. Kildare</p> <p>Country:</p> <p>Ireland</p> <p>Attention:</p>	<p>If to the Agent:</p> <p>Agent Name:</p> <p>Address:</p> <p>Country:</p> <p>Attention:</p>
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9. Governing Law and Disputes:

- This agreement shall be construed under the laws of Ireland.
- In the event of any dispute between the parties, then either party may at any time refer the dispute to the decision of the arbitrator who may be agreed between the parties or, if not so agreed may be appointed, on the application of either party, by the president or other Chief Officer for the time being of the Law Society of Ireland. The decision of an arbitrator shall be final and binding and any arbitration shall be carried out in conformity with the Arbitration Act, 1954 as amended and extended.



APPROVAL

Signed on behalf of UniHaven

_____ Date

Signed on behalf of

_____ Date

I have the authority to bind the corporation.