
AGREEMENT BETWEEN ANGLO LIMITED AND **AGENT**

This agreement is made between **ANGLO Limited**, whose registered office is at 5 Yeoman's Court, Ware Road, Hertford, Hertfordshire SG13 7HJ, and whose administration offices are at 3 Trinity, 161 Old Christchurch Road, Bournemouth, BH1 1JU, England, hereinafter referred to as **ANGLO** of the one part, and **AGENT**, hereinafter referred to as **AGENT** with registered offices in _____ of the other part, and is valid until 31st October 2020.

The purpose of this agreement is for **ANGLO** to host student groups from **AGENT** on Junior Residential English Summer Courses in the United Kingdom, Ireland and USA at agreed centre locations, on specified dates and subject to other agreed conditions. It is noted that transfers and other extras are quoted separately from the course price in this agreement.

The prices agreed are NET and confidential to **AGENT**, and no commission is payable. **ANGLO** will further undertake not to contact any of **AGENT** clients directly (as long as all payments under this contact are paid in full and by the agreed dates contained in this document).

This agreement covers students enrolled directly through **AGENT** and its subsidiaries, notification of the names of which must be given prior to the students' arrival in the UK, Ireland or USA.

General information

All junior programmes offer 3 hours and 30 minutes teaching contact time per full weekday in the UK and Ireland and 3 hours per full weekday in the USA. Residential options are based on programmes lasting 7-28 nights. Lessons are not scheduled on arrival or departure days.

An allowance within the per student price for each centre has been made to provide accommodation on a full-board basis for one free group leader for every 15 full paying students in the UK, Ireland and USA. Should the number of full paying students fall below this ratio, a pro rata supplement will be charged.

The net Agents prices do not include the following services:

1. Personal stationery. All students are expected to provide their own notebooks, pens, and dictionaries.
2. Visa entry service. All clients must be in possession of the relevant UK, Irish or USA entry documentation prior to departure. **ANGLO** cannot accept responsibility or liability for any client arriving in the UK, Ireland or USA without the correct documentation. If any client is returned to the country of origin, the full course fees will apply, together with any additional charges that may be made by the UK, Irish or USA immigration authorities.
3. Personal and medical insurance. This should be arranged in accordance with UK, Irish or USA entry regulations. All clients must hold adequate cover; **ANGLO** cannot accept any liability or responsibility for students or group leaders who are inadequately covered.
4. It is the responsibility of the educational tour operator sending the students to ensure that the group leader is insured adequately.

Bookings, eligibility and source

ANGLO will keep absolutely confidential information concerning the provenance of the clients and will not pass any confidential information relating to any member of the group of students to any source not directly involved in the production and operation of the programme without informing **AGENT**. The identities of group leaders and students within the group(s) remain the property of **AGENT**.

Junior Residential Centre allocations agreed between **ANGLO** and **AGENT** as listed below are held provisionally on behalf of **AGENT**, and **AGENT** will agree with **ANGLO** a format to relay full and accurate information regarding enrolments in good time to ensure that **ANGLO** can carry out the necessary preparations.

The following centres, dates, allocations and net tariffs have been agreed between **ANGLO** and **AGENT** for 2020:

Group Name	Centre	Accommodation style	Arrival date	Departure date	Number of students + GL's	Agreed 7-night net price
						£

NB: All additional nights are calculated on a pro rata basis

This tariff includes the following:

- Full-board accommodation in single/twin rooms with shared/en-suite bathroom facilities with first meal being dinner on day of arrival and last meal being lunch on day of departure
- 3 hours and 30 minutes teaching contact time each full weekday on campus in the UK and Ireland
- 3 hours teaching contact time each full weekday on campus in the USA
- Full activity and excursion programme as detailed in the Group Booking Form
- Free accommodation and board for group leaders on a ratio not exceeding 1:15 in UK, Ireland and USA

This tariff does not include:

- Airport transfers or meet-and-greet services
- Any extras unless indicated on the Group Booking Form or invoice

Payment terms

All bookings made prior to **2nd March 2020** will be held as options until the first deposit payment has been received. The following payment schedule will then apply:

- 15% of invoice total due **2nd March 2020** (this will confirm the booking)
- A further 35% of invoice total due **10th April 2020**
- Final balance due no later than **21 days** before each group's course start date

If at any stage **AGENT** fails to meet the above payment deadlines, **ANGLO** reserves the right to cancel the booking and release the accommodation held for resale.

Cancellations

We operate the following policy on cancellations.

To cancel all or part of your reserved programme allocation, you must inform the Anglo Bournemouth Office in writing and receive written acknowledgement of your cancellation.

The following cancellation fees will apply:

Date of Cancellation	Cancellation Fee per Student
Up to 10 th April 2020	0% of net price
11 th April 2020 up to 14 days before arrival date	40% of net price
13 days or fewer before arrival date	100% of net price

The arrival date refers to the date the student was due to arrive at centre for the programme.

Conditions

Booking information must include name, age, sex and any other relevant details appertaining to each student, e.g. meal preferences, medical problems, allergies, level of English, passport number etc. Students must be in good health, have adequate medical and insurance cover and have at least **elementary knowledge** (A1/A2) of the English language. **ANGLO** does not provide classes at beginner level (below A1) without prior agreement. Please note that the lowest class level in **ANGLO** centres is elementary, and so is the course material.

Please note, in the UK, our courses are designed for students aged 10-17 years. In the US, we can accept students aged up to 21 years.

Arrival and departure dates

It should be noted when planning arrivals, the half-day and full-day trips will normally take place on a set day each week and therefore arrival and departure flights should be booked to ensure maximum benefit from the agreed schedule. Lessons are not held on arrival and departure days.

General Management of Centres, Group Leader and Student Behaviour

ANGLO will be ultimately responsible for the care, conduct, services and management of the various centres specified in this agreement. The discipline and behaviour of **AGENT** clients will be carefully monitored. Group leaders must have a working knowledge of the English language and customs, and must at all times:

- exercise due care and diligence
- ensure correct and appropriate behaviour from the members of their group
- participate fully in the programmes with their groups
- work together with the **ANGLO** centre staff and management to ensure maximum success of the programme.

AGENT is responsible for conducting adequate investigations concerning the group leaders' suitability to care for a group of minor aged clients. **ANGLO** cannot accept responsibility for any negligence in the care of the group or action(s) taken by the group leader that may jeopardize the wellbeing of the group or any individual within the group.

All adults accompanying groups to the UK must be in possession of a criminal record check or similar document, issued by the relevant national police or other accredited authority, confirming that they have not been banned from working with children.

The **ANGLO** Office will be responsible for the monitoring of enrolments, receipt of payments in accordance with the contents of this agreement, and the care and conduct of **AGENT** clients through the appropriate **ANGLO** managers in the Bournemouth Office and the directors in the local centres.

Illegal Acts and Repatriation

It is illegal in the UK:

- for any person to be involved in the possession, selling or taking of drugs, shop-lifting and theft.
- for an adult to buy alcohol for any person under the age of 18 years.
- for any person under the age of 18 years to buy alcohol or alcoholic beverages.
- for any person under the age of 18 years to buy tobacco products.

These are offences that can be punishable by imprisonment.

Should any student or group leader be found acting against the law, making willful damage to property or behaving inappropriately, **ANGLO** reserves the right, after consultation with **AGENT**, to arrange immediate repatriation at the client's personal expense, and without refund of fees. (It should be noted that the police and courts may well also be involved.)

All Payments For UK centres in Sterling Only

Payments either by bank transfer into the following account:

Bank: Lloyds
Branch: Willesden Green, 1 Walm Lane, London, NW2 5SN.
Sort Code: 30-99-64

Anglo Limited, 3 Trinity, 161 Old Christchurch Road Bournemouth, BH1 1JU

Tel: 01202 296 868

e-mail: marketing@anglo.uk.com



Account Name: ANGLO Limited
Account No: 31379868
IBAN No: GB16 LOYD 3099 6431 3798 68

All Payments For Irish centres in Euro Only

Payments either by bank transfer into the following account:

Bank: Lloyds
Branch: Willesden Green, 1 Walm Lane, London, NW2 5SN.
Sort Code: 30-99-64
Account Name: ANGLO Limited
Account No: 86558457
IBAN No: GB46 LOYD 3099 6486 5584 57

All Payments For USA centres in Dollars Only

Payments either by bank transfer into the following account:

Bank: Lloyds
Branch: Willesden Green, 1 Walm Lane, London, NW2 5SN.
Sort Code: 30-99-64
Account Name: ANGLO Limited
Account No: 11847678
IBAN No: GB31 LOYD 3099 6411 8476 78

Please note that all bank charges are the responsibility of **AGENT**. (The amount received by **ANGLO** must be the correct amount agreed under the contract for the services given net of any bank charges).

Notification, with a copy of the money transfer details, should be sent to **ANGLO** by e-mail (accounts@anglo.uk.com) for the attention of the Accounts Department.

Late Payments: **ANGLO** reserves the right to cancel all arrangements and bookings without prior notice to **AGENT** if these agreed conditions are not met.

Anglo Limited, 3 Trinity, 161 Old Christchurch Road Bournemouth, BH1 1JU

Tel: 01202 296 868

e-mail: marketing@anglo.uk.com



ANGLO regrets that under no circumstances will student groups or individual clients be given accommodation or allowed to commence a course if any part of the payment remains outstanding or uncleared.

Reservations and Exceptions

ANGLO reserves the right to make operational changes in dates, locations, services and prices that may become necessary as a result of circumstances beyond the Company's control. In these rare circumstances student groups will be given the option of transferring to another similar programme or location.

Liability

AGENT agree to indemnify **ANGLO** against all charges for willful damage directly attributable to their own clients. Any willful damage cost will be payable by the group leader or student concerned prior to departure or against a carefully detailed invoice sent to **AGENT**.

ANGLO does not accept liability for fatal or other injury or illness of any participant, nor for any damage or loss resulting therefrom.

Delays and Force Majeure

Any delays in or failure of performance of either party under this Agreement shall not be considered a breach thereof if such delay or failure is occasioned by *force majeure*. The expression '*Force Majeure*' includes any Act of God, war, strike, lockout, riot or civil commotion, combination of workmen, breakdown of machinery, for or any cause comprehended in the said expression '*force majeure*'.

Termination

Without prejudice to any other rights or remedies which have accrued hereunder, **ANGLO** may immediately terminate this contract by giving notice in writing to **AGENT** upon the happening of any one or more of the following events:

1. **AGENT** (its holding companies and subsidiaries) shall fail to remedy (where it is capable of remedy) or persists in any breach of any of its obligations under this contract after having been required in writing to remedy or desist from such breach within a period of seven days.
2. If **AGENT** (its holding companies and subsidiaries) becomes subject to any insolvency legislation in any jurisdiction.

Arbitration

This agreement shall be governed by English law in every particular including formation and interpretation and should be deemed to have been made in England.

Any proceedings arising and of or in connection with this agreement may be brought in any court of competent jurisdiction in England.

Anglo Limited, 3 Trinity, 161 Old Christchurch Road Bournemouth, BH1 1JU

Tel: 01202 296 868

e-mail: marketing@anglo.uk.com



Signature:

Print Name: Anita Manley

Duly Authorised Person for

ANGLO Limited

Date:

Signature:

Print Name:

Duly Authorised Person for

AGENT

Date: