



# Representative Agreement

Terms of Agreement: For the Year 2020

Name and full address of Representative (Company stamp):

Please photocopy and sign both copies of this agreement, keeping one for your records and return the original by mail.

**Cavendish School of English agrees to pay the following commission to the agent:**

		UK - Bournemouth	Malta
<b>Adults</b>	All year	25% tuition fees only	25% tuition fees only
<b>Junior</b> <small>Commission is paid on juniors per person per week.</small>	Winter	£50	N/A
	Spring	£80	€80
	Summer	£100	€100
	Autumn	£70	€70

**We are pleased to offer agents the following agent discounts on the gross package price:**

		Oxford	Embley
<b>Junior</b>	Summer	£150	£150

### Group Leaders

We are pleased to offer one free group leader place for every 15 students (15+1) at all centres. Free places cannot be exchanged for cash or discounts against invoices. Free places will be for the same standard of services (accommodation, meals and activities) as booked by fee-paying students.

For group leaders who do not qualify for a free place, or for additional leaders, the following charges per week will be made:

Centre	Number of students in a group		
	1 to 5	6 to 10	11 +
Oxford - Embley (en-suite)	£550	£470	£370
Oxford - Embley (standard)	£495	£420	£320

- On processing an enrolment all representatives must draw to their clients' attention the Enrolment Conditions before their signature is made on an official Cavendish School Enrolment Form
- All transactions will be in sterling (GBP) or in Euro (EUR) respectively converted to sterling /euro using an appropriate exchange rate at the time of transfer
- Cavendish School enrolment conditions apply and are to be treated as incorporated in this agreement
- Cavendish School of English does not hold itself responsible for any costs incurred other than those agreed
- This agreement and the enrolment conditions constitute the entire terms and conditions of our co-operation and any waiver or modification must be in writing and signed by the parties to this agreement
- This agreement shall be construed in accordance with the laws of the United Kingdom
- Accommodation - we will do our best to meet all requests - 95 % success rate
- 10 % deposit required when booking received
- In order to secure group rates and guarantee places, a non-refundable deposit of £100 GBP per student must be received at least 28 days prior to student's arrival.

**I confirm that I have read and accept the above conditions and Terms & Conditions of Cavendish School of English Ltd attached.**

.....  
Representative Company Title

.....  
Signature

.....  
Date

On behalf of Cavendish School of English Mr M. Panke, Principal & Managing Director:

.....  
Signature

.....  
Date



# Terms & Conditions of Enrolment

## 1. PAYMENT

Applications for courses are only accepted with payment of the enrolment fee. No student place will be kept open without receipt of the enrolment fee. The course fees must be paid in full before commencement of the course. The enrolment fee for adult courses include the first course book only. Subsequent course books or photocopies have to be paid for by the student.

## 2. WHAT THE TUITION FEES INCLUDE

**Included in the Tuition Fees:** (Please see page 3) In addition to page 3 Cavendish School of English provides a final written evaluation if requested, some social activities, assistance with student visa, assistance in opening a British bank account.

**NOT Included unless booked separately:** Travel to school, accommodation, social programme and excursions, external examination fees, personal and health insurance, bank charges on international money transfers.

## 3. CANCELLATION and REFUNDS

If a student needs to cancel his/her course due to force majeure (strike, war, natural disasters, pandemic) the course can be cancelled without incurring a cancellation fee. The student will receive a full refund of the course fees less a 10% administration fee, less the enrolment fee, less postage charges for invitation letters.

**Visa nationals only:** If a Visa student is refused 'leave to enter/remain in the UK/Malta', the course fees less a 10% administration fee less the enrolment fee will be refunded to the student if, before the course start date, he/she can produce the original letter of refusal from British authorities and the receipt from the school. Only a refusal letter and no other document will be valid for a refund. If a student produces the above documents, the table below does not apply.

**All students with reasons for cancellation other than refusal of 'leave to enter/remain in the UK/Malta' as described above:** If a student cancels before the course or accommodation start date (whichever is sooner), he/she will receive a refund of course fees according to below table.

If the cancellation is received more than 6 weeks before the starting date of the course, we will refund the course fees less a 10% administration fee.

- Cancellations less than 6 weeks before the course commences will incur a cancellation fee of 20% of the course fees.
- Cancellations less than 5 weeks before the course commences will incur a cancellation fee of 35% of the course fees.
- Cancellations less than 4 weeks before the course commences will incur a cancellation fee of 50% of the course fees.
- Cancellations less than 3 weeks before the course commences will incur a cancellation fee of 60% of the course fees.
- Cancellations less than 2 weeks before the course commences will incur a cancellation fee of 75% of the course fees.
- Cancellations less than 1 week before the course commences will incur a cancellation fee of 90% of the course fees.
- Cancellation on arrival day or after the course start date or accommodation start date (whichever is sooner) will incur a cancellation fee of 100% of the course fees.

The enrolment fee is always non-refundable. Course fees include all costs incurred as written out in the invoice, eg. tuition, accommodation, transfers, entrance fees, excursions. Students are strongly advised to take out insurance as to avoid loss of fees for non-arrival, or termination in case of illness or family emergencies.

Refunds will only be made in the name of the student, regardless of who paid for the course except for group bookings, where refunds

will be made to the group agent. Refunds will be made a maximum of 5 weeks after the office has received the necessary documents.

## 4. POSTPONING or 'BRINGING FORWARD' YOUR COURSE

If you want to postpone your course or bring it forward, we must receive notice on or before your course start date. Notice received after the course start date will not be valid. No compensation will be given if a student arrives late or does not attend part or all of his/her course (including any period of holiday taken or illness during the course). Compensation for any serious illnesses will be at the sole discretion of the Director. The Director's decision will be final. Courses can only be postponed or brought forward for a maximum of 6 weeks before or after the original course start date. Students may postpone their starting dates once. If a postponement is made more than once, then a further administration fee of £65 will be charged. Courses for which the school has issued a 'formal letter of registration' cannot be postponed or brought forward under any circumstances.

Small classes may be merged with other classes due to low enrolment. We also reserve the right to change the times and teachers of classes.

## 5. ABSENCE, ATTENDANCE and DISCIPLINE

Cavendish School of English students are required to attend class punctually and regularly. Cavendish School of English reserves the right to expel students in the case of flagrant misconduct or consistent non-attendance with no refund of fees. No extensions or refunds will be made if a student is absent during the course for whatever reason. Students whose attendance drops below 80% may be automatically taken out of their class and reported to the immigration office. There is no reduction in the course fees where a course includes public holidays (e.g. Bank Holidays).

## 6. LANGUAGE LEVEL

If the student, after taking the Cavendish School of English level test, is found to be below the minimum start level for the course, Cavendish School of English reserves the right to place the student in a class with fewer lessons and different syllabus, with no right of financial compensation, to better suit the needs of the student until an appropriate level is reached. This also applies to Exam Preparation courses. If at any time class attendance drops to only 1 or 2 students in a particular level it may be necessary to exchange for one-to-one or one-to-two lessons at a rate of 1:2 without further costs for the student.

## 7. LIABILITY

Cavendish School of English is fully insured with Public Liability Insurance. Students are advised that Cavendish School of English, its employees and its representatives accept no responsibility for personal injury and/or loss of/damage to personal property on the college premises, whether by fire, burglary, theft or otherwise. This condition also applies to public and private places when students are on Cavendish School of English trips / excursions.

Cavendish School of English is not responsible for the safekeeping or delivery of any fax, post, email etc sent to students at the Cavendish School of English addresses nor is Cavendish School of English responsible for the safekeeping of exam results or certificates.

## 8. CHANGES TO THE TERMS AND CONDITIONS

Cavendish School of English reserves the right to amend or alter its terms and conditions without providing further notice. In such cases, any newer version automatically replaces all previous versions and becomes valid for all courses and students from the date of its implementation.