



**AGREEMENT BETWEEN:**

The Educational Tour Operator & Instill Education Limited, trading as OISE.

OISE values the Educational Tour Operators who choose OISE courses. We believe that good business relationships depend on clear mutual understanding and effective communication. We look forward to a long and mutually profitable business relationship.

**1. EDUCATIONAL TOUR OPERATOR**

- 1.1 **The Educational Tour Operator** wishes to buy courses at OISE schools to offer to its clients ("**Clients**"), and OISE agrees to sell such courses to the Educational Tour Operator.
- 1.2 OISE will provide the Educational Tour Operator with sufficient stocks of OISE information materials to ensure that the Educational Tour Operator is able to give its Clients details of what to expect from the part of the service delivered by OISE. The Educational Tour Operator will give reasonable notice when requesting additional supplies of such materials.
- 1.3 OISE will not solicit the Educational Tour Operator's clients for other programmes or any sales independently of the Educational Tour Operator. However, this term does not restrict OISE's ability to advertise or promote its courses generally.
- 1.4 OISE and the Educational Tour Operator will each keep confidential any confidential information they learn about the other as a result of their business relationship. This obligation will survive termination of this agreement.

**2. ORGANISATION NAME - OISE**

- 2.1 The Educational Tour Operator is licensed to use all OISE brand names, logos etc for promotional purposes, provided that samples of any written or printed material incorporating the OISE brand name or logos are submitted to OISE for approval, prior to being used.
- 2.2 The Educational Tour Operator will ensure that all OISE names and logos used by it are used appropriately and that no damage is done to the reputation of the name. The use of the OISE name and logos confers no rights of ownership. If this agreement is terminated, no further use can be made of the names or written and printed materials incorporating the names or logos.

**3. TERMS AND CONDITIONS**

- 3.1 The Educational Tour Operator will sell OISE courses to its Clients subject to the Terms and Conditions set out in the current OISE brochure.

**4. INVOICING**

- 4.1 OISE agrees to sell its courses to the Educational Tour Operator at a price ("the Net Price") based on its published brochure price, less the relevant agreed wholesale discount, as set out below. Accordingly, OISE will invoice the Educational Tour Operator the Net Price for courses booked by it, and the Educational Tour Operator is responsible for invoicing and collection of fees from the Client.
- 4.2 The Net Prices applicable to OISE courses are as follows:

<b>Course Type</b>	<b>Net Price</b>
OISE Adult courses (package)	brochure price less 25% Educational Tour Operator discount
All other Adult courses (tuition only)	brochure price less 25% Educational Tour Operator discount

<b>Course Type</b>	<b>Net Price</b>
Junior short-stay courses (package)	brochure price less 25% Educational Tour Operator discount
JFC/GCSE/A-Level courses (package)	brochure price less 15% Educational Tour Operator discount

- 4.3 Course packages include tuition and Host Family or young learners' residential centre accommodation arranged by OISE. No discount is given on hotel accommodation, college supplements or extras such as airport transfers and examination fees.

- 4.4 The price at which the Educational Tour Operator sells OISE Courses is a matter for the Educational Tour Operator. OISE recommends that the Educational Tour Operator sells its courses at a price which reflects the brochure price.
- 5. PAYMENT OF FEES –**
- 5.1 Except for students requiring a visa for entry into the UK, on receipt of the course application and deposit a letter of confirmation is sent with a Statement of Fees which should be settled by the Educational Tour Operator at least 4 weeks before the course starting date. In the case of registration less than 6 weeks before the course starting date, the full amount of the cost of the course must be sent with the course application. **PLEASE NOTE: A Client may not be allowed to start the course unless full payment has been received by OISE in good time before the Client's intended start date.**
- 5.2 Where a student requires a visa for entry into the UK, the full amount due to OISE must be received with the course application before a Confirmation of Acceptance for Studies is issued. In the event of a visa refusal, this amount will be returned, as set out below.
- 6. ACCOMMODATION ADDRESS –** Where the Educational Tour Operator has requested OISE to book homestay accommodation for a Client, OISE will send details of the homestay address at least 5 days before the course starting date, except in the case of late enrolment. If the Educational Tour Operator requests, details can be sent directly to your Client. The Educational Tour Operator will ask Clients to let the homestay host know their approximate time of arrival.
- 7. CONDITIONS FOR CANCELLING OR CHANGING A COURSE –**
- If OISE receives the cancellation before the course starting date, OISE will retain the deposit.
  - After the course has started, the Educational Tour Operator must give 10 days' written notice to the relevant school Principal of changes to or cancellation of a Client's course. A cancellation fee equivalent to 1 week's course fees will be charged. Refunds cannot be made for non-attendance, absence due to illness or any other cause.
  - If a Client wishes to be absent from the course for 1 or 2 weeks for the purposes of taking a holiday the Educational Tour Operator must give the relevant school Principal at least 2 weeks' notice in writing.
  - If a Client wishes to exchange their original choice of course for one of greater value the Educational Tour Operator must pay the difference between the two at the time of requesting the upgrade.
  - Any refund or other money due when a course is changed or cancelled, or a holiday taken, will be transferred to the bank account from which the payment originated at the end of the booked course. Money due in relation to a course booked by the Educational Tour Operator will therefore be returned to the Educational Tour Operator, and it is the Educational Tour Operator's responsibility to return this money to the Client concerned.
  - If a Client is denied a student visa or a study permit and OISE is provided with a copy of the rejection letter on or before the first booked day of classes, OISE will refund the full amount paid to OISE.
- 8. CHANGE OR CANCELLATION OF A COURSE BY SCHOOL –** Sometimes it is agreed between OISE and an Educational Tour Operator that it would be beneficial for a Client to be moved to another school or course. When this happens only a course of at least equivalent cost will be offered by OISE.
- 8.1 OISE reserves the right to cancel a course, or make changes to course arrangements, without liability, if forced to do so for reasons beyond its control. If this happened, OISE would seek to offer alternative arrangements, dates or venues.
- 8.2 If OISE cancelled a course booked and paid for by an Educational Tour Operator in accordance with these terms other than for reasons beyond its control, and did not offer an alternative reasonably acceptable to the Educational Tour Operator and its Client, OISE would pay compensation as follows:
- Where the cancellation is before the start of the course, compensation equal to the deposit paid by the Educational Tour Operator or
  - Where the cancellation is after the start of the course, compensation equal to one week's fees.
- 9. PUBLIC HOLIDAYS –** There are no lessons on 1 Jan, 25 Dec, 26 Dec. If you have Clients due to have lessons on these dates they will be offered replacement lessons on other days in the same week, where possible.
- 10. RESOLUTION OF DISPUTES –** If you or any of your Clients is unhappy with any aspect of the course, please contact the relevant school Principal. If you are still not satisfied, please write to OISE by writing to the Directors of Instill Education Limited at the below address. We will investigate the complaint if:
- we receive it within 28 days after the end of the course
  - it was made in writing to the Principal before the Client left the relevant School
  - we have received all fees due
- 11. LIABILITY AND INSURANCE –** Educational Tour Operators must make sure that Clients organise their own travel insurance to cover medical costs and repatriation costs in the case of an illness or accident.
- 11.1 Where OISE has agreed to arrange travel or accommodation for your Client, OISE acts only as an intermediary between Educational Tour Operators and travel organisations and between Educational Tour Operators and host homestays or other accommodation providers. Unless, and to the extent caused by OISE's negligence, OISE cannot be held responsible for any delay or accident during a journey nor for any incident which may happen

during your Client's stay at his/her accommodation. OISE will, however, endeavour to assist the Educational Tour Operator and/or its Client in the event of breach of contract on the part of the travel organisation or the host family or other accommodation provider.

11.2 Please ensure you disclose all relevant information about your Client to OISE. OISE reserves the right not to allow your Client to begin or continue a course if OISE learns that he or she is suffering from any illness, medical condition, or mental or physical disability which has not been disclosed on the Registration Form.

**12. VALIDITY OF AGREEMENT** - This contract is valid until December 31<sup>st</sup> 2016

12.1 Either party can terminate this agreement by written notice with immediate effect. All outstanding invoices become due and payable immediately on termination of this agreement.

12.2 Either party can terminate this agreement if the other commits a material breach of its obligations under this agreement and has failed to rectify the same after having been given due notice in writing.

12.3 Either party can terminate this agreement immediately by written notice if the other party becomes insolvent, bankrupt, is liquidated, has a receiver or equivalent appointed, seeks to enter into any arrangement to protect it from its creditors, or if its members or creditors petition for a winding up or liquidation.

**13. GENERAL**

13.1 These terms constitute the entire understanding between the parties with respect to the subject matter of this agreement and supersede all prior agreements between parties relating to them.

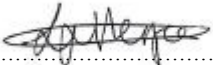
13.2 This contract is between the Educational Tour Operator and OISE only. No third party (including, but not limited to, any Client) shall have any rights under this Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.2 Information on courses at all centres can be found OISE's brochures, website and price lists. In placing a booking with OISE, you are assumed to have understood and agreed to our terms and conditions, and to have explained these to Clients for whom you have bought courses. Please contact us with any particular query.

**14. UK LAW** -This agreement is governed by English Law; the parties submit to the jurisdiction of the English courts.

14.1 In the UK, OISE courses are operated by Instill Education Limited, a company registered in England and Wales under company number 01293463, with registered office at 38 Binsey Lane, Oxford, OX2 0EY United Kingdom.

SIGNED for OISE

 .....DATE .....11/09/2015

SIGNED for Educational Tour Operator,

.....DATE.....

NAME AND COMPANY NAME (printed):

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Special Conditions: N/A