

## GLOBAL ENGLISH AGENCY AGREEMENT FOR ONLINE TESOL COURSES

**THIS AGREEMENT** is made on the (Date) between

Global English of 5 Charlotte Mews, Pavilion Place, Exeter, EX2 4HA, UK ("the Principal") and

Name of ("the Agent")

### WHEREAS:

The Agent wishes to act as agent for the Principal in the sale of the Certificate of Educational Studies in TESOL courses on the terms of this Agreement.

### 1 DEFINITIONS

In this Agreement the following terms shall have the following meanings:

- 1.1 "The Business" means the promotion and sale of the Products by the Agent on behalf of the Principal and all related matters;
- 1.2 "Confidential Information" means all information that may be imparted in confidence or be of a confidential nature relating to the business or prospective business, plans or internal affairs of the Principal;
- 1.3 "Intellectual Property" means all or any trade marks or applications for any such marks, trade names, patents or applications for the grant of any such patents, know-how, being technical or otherwise, copyright or designs belonging to the Principal;
- 1.4 "The Products" means TESOL courses and related support to trainees as the same may be amended from time to time.
- 1.5 This is a rolling contract starting on (Date) with 2 months written notice on either side required to terminate the agreement unless in the case of the items listed at 7.

## **2 APPOINTMENT**

- 2.1 The Principal appoints the Agent for the duration of the contract as the NON-EXCLUSIVE Agent of the Principal for the sale of the Products.
- 2.2 The Agent shall solicit and obtain orders for the Products on the Principal's behalf. The Principal reserves the right to refuse any order which does not comply with its enrolment policy. See appendix 1.2
- 2.3 The Principal reserves the right to vary the specification and/or the price of the courses and to withdraw courses from and/or add courses to the courses offered.
- 2.4 The Principal reserves the right to sell direct to trainees and to appoint other agents.
- 2.5 The Agent is permitted to promote itself as an authorised agent of the Principal providing all terms and conditions mentioned in the agreement are adhered to.

## **3 PRINCIPAL'S OBLIGATIONS**

The Principal agrees with the Agent throughout the Term:

- 3.1 to act dutifully and in good faith;
- 3.2 to inform the Agent as soon as possible by email of the acceptance or refusal of, and of any non-execution by it of, a commercial transaction which the Agent has procured;
- 3.3 to supply the courses in accordance with orders obtained by the Agent and to ensure that such courses:
  - 3.3.1 are invoiced at the current price list or other pricing policy of the Principal as notified to the Agent.
  - 3.3.2 are delivered promptly;
  - 3.3.3 are sold in accordance with the usual business terms of the Principal. See appendix 1.1 and 1.3 for details of supply of the courses by the Principal.
- 3.4 to support the Agent in promoting and advertising the courses in such manner as it considers appropriate and to supply the Agent with sufficient marketing

information and brochures as appropriate. There is no obligation on behalf of the Principal to support the marketing campaign financially.

- 3.5 to notify the Agent of any change in its price list;
- 3.6 to provide and promptly to update information about the courses and specifically to notify the Agent of any variations in the specification of the courses or any changes in the range offered.
- 3.7 to provide trainees with an adequate after sales service by providing assistance in relation to technical support (with email courses) marking, grading and other assistance with TESOL related enquiries throughout the course.
- 3.8 to provide trainees with notification of the 14 day money back guarantee on receipt of modules 1 and 2 of the courses. (21 days in relation to correspondence courses overseas).

#### **4 AGENT'S OBLIGATIONS**

The Agent agrees with the Principal throughout the Term:

- 4.1 to use all reasonable commercial efforts to obtain orders for the courses.
- 4.2 to protect and promote the interests of the Principal and to act dutifully and in good faith;
- 4.3 not to pledge the credit of the Principal;
- 4.4 not to make any representations, warranties or guarantees to trainees in respect of the Products except where specifically authorised in writing by the Principal;
- 4.5 not to use the Intellectual Property of the Principal otherwise than in accordance with this Agreement;
- 4.6 to inform the Principal of any improper or wrongful use of the Intellectual Property of the Principal and not to cause or permit anything which may damage or endanger such Intellectual Property;
- 4.7 to comply with all applicable laws and requirements of any governmental or regulatory authority applicable to the Business.

## **5 ORDERS**

Any order and payment received for the courses by the Agent shall be passed to the Principal who shall supply the courses direct to the trainee together with a receipt.

## **6 COMMISSION**

- 6.1 The Agent shall be paid a commission by the Principal of on each sale procured by the Agent during the Term. The commission shall be a fixed fee per enrolment. No commission shall be payable in respect of orders not accepted by the Principal or on courses returned within the 14/21 day money back guarantee period. Price details and commission structure to be agreed between the Agent and the Principal.
- 6.2 Price details and commission structure to be agreed between the Agent and the Principal.
- 6.3 The Principal shall provide the Agent with an enrolment report on a monthly basis.
- 6.4 If the Principal deals directly with a trainee who cites the Agent as the source, then the Agent shall be entitled to Commission using the same Commission structure as agreed as per item 6.1. These sales shall be stated on the monthly enrolment report and commission statement.

## **7 TERMINATION**

- 7.1 This Agreement shall terminate:
- if either party gives to the other not less than 2 months notice in writing.
- 7.2 This Agreement shall terminate forthwith upon service of written notice to that effect in any of the following circumstances:
- 7.2.1 if either party fails to comply with the terms and conditions of this Agreement;
- 7.2.2 if the other party ceases to be able to pay its debts in the ordinary course of its business or enters into an arrangement with its creditors;

7.2.3 if the other party goes into liquidation either compulsory or voluntary or if a receiver is appointed in respect of all or any of its assets;

7.2.4 if a resolution is passed or an order is made for the winding up of the other party;

7.2.5 if any event equivalent to the above occurs in any other jurisdiction and affects the other party.

## **8 TERMINATION CONSEQUENCES**

8.1 On the expiry or other termination of this Agreement the Agent undertakes to return to the Principal, at the Principal's expense, all Products, product information, samples, publicity promotional and advertising material, marketing and technical information and instruction books which are in the Agent's possession, and to cease forthwith carrying on the Business.

8.2 The Agent shall be entitled to commission only in respect of orders obtained by it and transmitted to the Principal before the date of termination and not in respect of orders transmitted to the Principal after that date, notwithstanding that the Agent shall have been responsible in whole or in part for placing such orders with the Principal.

8.3 If and to the extent that the Commercial Agents (Council Directive) Regulations 1993 apply, and provided that the Agent gives notice of its intention as such regulations require, the Agent shall (unless any of the circumstances specified in Regulation 18 of the Commercial Agents Regulations applies) have the right to be indemnified in terms of Regulation 17 of the Commercial Agents Regulations. For the avoidance of doubt the Agent shall have no right to any compensation under those regulations upon termination of this Agreement.

## **9 CONFIDENTIALITY**

The Agent undertakes not to divulge or allow to be divulged, at any time during the course of or following termination of this Agreement, any Confidential Information relating to the courses, business or affairs of the Principal to any third party without the consent of the Principal save as is necessary for the proper performance of its duties hereunder.

## **10 NO PARTNERSHIP**

The parties are not partners or joint venturers nor is the Agent an employee of the Principal. The Agent shall be solely responsible for payment of all wages, salaries, national insurance, PAYE (or equivalents in any jurisdiction) and payments to be made in respect of its employees, if any, and hereby grants the Principal an indemnity in respect of any claim or loss the Principal may suffer in respect of such matters. Any liability on behalf of the Principal is limited to the service it supplies.

## **11 ASSIGNATION**

This Agreement and all rights under it may not be assigned or transferred by the Agent.

## **12 FORCE MAJEURE**

Neither party shall be liable to the other for any failure to perform any obligation under this Agreement which is due to an event beyond the control of such party including, but not limited to, act of God, war, insurrection, riot, civil unrest, act of civil or military authority. Any party affected by such event shall forthwith inform the other party of the same in writing and shall use all reasonable endeavours to comply with the terms of this Agreement. Where such event renders performance impossible for a continuous period of not less than six months, the other party shall be entitled to terminate this Agreement by serving one month's notice in writing.

## **13 NOTICES**

Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the other party stated in this Agreement or such other address as the other party has notified.

## **14 GOVERNING LAW**

14.1 The provisions of the Commercial Agents Regulations shall apply to this Agreement as if the Agent carried on its activities in Great Britain, save as lawfully varied by the provisions of this Agreement.

14.2 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereto hereby submit to the exclusive jurisdiction of the courts of England and Wales.

## **APPENDIX 1**

### **Appendix 1.1 - course overview**

The Principal will be responsible for the supply of its distance learning courses in TESOL. The Principal agrees to provide relevant distance learning materials and the support necessary in order for trainees to study on its courses by email or by correspondence. The materials and services provided by the Principal are as follows:

- Study and answer booklets for each of the modules by email or by correspondence
- Access to a named personal tutor for each trainee for assistance on the course
- Reasonable technical support via email to undertake the course
- All marking and grading of trainee assignments
- Access to additional areas of support on the Principal's website. This includes, although is not limited to: the study partner scheme, online (virtual) tutor and country fact sheets area of the website (the latter via a password after successful completion of module 1).
- The Principal will provide a written course appraisal for each trainee detailing their progress on the distance learning course and a final certificate upon successful completion.
- The Principal will notify by email the Accreditation Council for TESOL Distance Education Courses (ACTDEC) upon the successful completion of each student, instructing the release of the relevant ACTDEC Certificate to the student.

### **Appendix 1.2 - enrolment policy**

- In order to conform with the Principal's enrolment policies, the Agent will ensure that trainees who wish to enrol and do not have English as a first language are made aware that they should possess a high level of written and spoken English and/or English language qualifications, such as the Cambridge Advanced English Certificate or the Cambridge Proficiency in English Certificate, IELTS score of 6/7 or above. The Principal reserves the right to ask trainees to resubmit work which contains significant errors in English.

- The Agent clearly states the minimum technical criteria or access needed to equipment in order to complete the TESOL courses via email i.e. Word '97 or higher and Internet access if the email course is the option chosen.

### **Appendix 1.3 - course enrolment procedure**

- The Principal will supply a bespoke enrolment page for each trainee to complete or for the Agent on their behalf. This resides on the Principal's website and can be accessed from the Agents website, enabling accurate data capture and source information.
- The Principal will confirm receipt of enrolment to the individual trainee and send modules 1 and 2 answer booklets, details of how to download the study pages from the website and a welcome email, to each individual trainee upon course commencement. A CD-Rom, Course receipt and ACTDEC registration form will also be sent. If a correspondence option has been chosen then the Principal will send a postal receipt and the 1<sup>st</sup> 2 modules to the trainee's address upon course commencement.
- Trainees on all TESOL courses are entitled to a 14 day cooling off period from the date of enrolment for email courses and a 21 day cooling off period from the date of enrolment for correspondence courses. Trainees must notify the Principal of their decision to withdraw from a course within this time period. For any withdrawals within this time period, there will be no commission to the Agent.
- Trainees return their completed module 1 answer booklet for marking when it is complete. The Principal will aim to return each marked module within 3 working days of receipt. Near the end of the module 2 answer booklet, trainees are asked to email the Principal to request their answer booklets for modules 3 and 4. Upon receipt of requests, the Principal will send appropriate answer booklets together with a password to download the necessary study booklets.
- Trainees have 18 months to complete the TESOL course. After this, a fee of £35 is required in order to reopen an enrolment and extend the period for another 6 months.
- Upon successful course completion, within 10 working days, the Principal will post a course appraisal and certificate to the trainee.
- At the same time the Principal will email ACTDEC requesting that they release a Certificate to the trainee.

### **Appendix 1.4 - Marking, grading and awarding of certificates by the Principal**

- Trainees return their responses for marking and grading to the email address listed in their answer booklets. The Principal will forward the modules to the appropriate tutors, who will mark trainees' work in accordance with the Principal's grading policy.
- The Principal sends the marked work back to the trainee. A final grade is awarded based on the total average module marks. Grades given are either A, B or pass. The personal tutor reserves the right to withhold a grade on a module where sufficient learning has not been demonstrated. In this case, trainees may be asked to rewrite their answers so a grade can be awarded. Trainees may compare notes but identical or near identical answers to questions will not be permitted. In the event of copying, the Principal reserves the right to ask the respective trainees to resubmit work, which is their own and not the same or nearly identical to another persons work.
- The Principal will be responsible for issuing course certificates for the distance learning TESOL course. Each trainee's personal tutor will write a course appraisal for each graduating trainee. The certificate will be signed by the course tutor and the course director, and both the certificate and appraisal will be sent by airmail to the trainee within 10 working days of completion of the course.

IN WITNESS WHEREOF this Agreement is executed as follows: