



Dublin Cultural Institute
34a Bachelors Walk,
Dublin 1, D01 A437, Ireland

AGENT AGREEMENT

This Agreement made on XXX between **XXX** trading as **XXX** registration number XXX, whose registered address is XXX, hereafter known as the AGENT.

and

Dublin Cultural Institute (also referred to as DCI) company registration number 4650665 whose registered address is at 34 Bachelor's Walk, Dublin 1

WHEREAS

1- DUBLIN CULTURAL INSTITUTE offers a range of language and professional training programmes (hereinafter referred as the programmes).

2- The relationship between the Agent and DUBLIN CULTURAL INSTITUTE is that of independent contractors and nothing in this agreement shall establish a relationship of sole agent and principal or employer and employee between Dublin Cultural Institute and the Agent.

NOW THEREFORE IN CONSIDERATION of the foregoing and the mutual covenants and agreements herein contained the parties hereto do hereby agree as follows:

ARTICLE 1 – REPRESENTATION OF DUBLIN CULTURAL INSTITUTE

1.1 These conditions apply to all Representatives who sell courses offered by Dublin Cultural Institute:

a) Where the representative collects fees from clients and accepts responsibility for the payment of those fee, after the deduction of the agreed commission, to Dublin Cultural Institute.



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b) Where the Representative does not collect fees from clients but whose clients pay fees direct to Dublin Cultural Institute.

1.2 All Representatives sell Dublin Cultural Institute courses in accordance with these conditions for Representatives, the conditions of enrolment and the current Brochure, together with any variation, special conditions or procedures specified in writing.

ARTICLE 2 – CONVENANTS BY DUBLIN CULTURAL INSTITUTE

2.1 DUBLIN CULTURAL INSTITUTE Shall use its best endeavours to do all that is necessary and to offer its best assistance at any time to the Agent to carry out all activities for the recruitment and enrolment of students.

2.2 DUBLIN CULTURAL INSTITUTE shall provide delivery and transportation at its own cost, all promotional materials to be stipulated by Agent from time to time.

2.3 DUBLIN CULTURAL INSTITUTE shall offer all necessary training to one or more of the Agent's employees to facilitate the skills needed to carry out the recruitment process.

2.4 DUBLIN CULTURAL INSTITUTE should update the Agent Immediately if there are any change in admission procedures or in the academic programmes.

2.5 DUBLIN CULTURAL INSTITUTE will deliver the program according to the information publicised in brochures and on the website to the highest standard of care and with exceptional service for the students.

2.6 DUBLIN CULTURAL INSTITUTE ensure that the Agent's students will not be contacted directly for marketing purposes, discount offers etc.

ARTICLE 3 – CONVENANTS BY AGENT



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3.1 The Agent assist in the recruitment and enrolment of students into the available programmes offered by DUBLIN CULTURAL INSTITUTE in an ethical manner. The Agent will be familiar with the London Statement and operate in accordance with it. See copy of

London Statement.

3.2 The Agent agrees that any marketing materials or other publicity describing DUBLIN CULTURAL INSTITUTE and/or carrying its corporate logo has to be approved by DUBLIN CULTURAL INSTITUTE through a person delegated to approve prior to publication.

3.3 The cost of any promotional material that is request by the Agent to be designed and produced by DUBLIN CULTURAL INSTITUTE will be borne by the Agent.

ARTICLE 4 – BOOKING

4.1 Bookings may be made either by sending the completed enrolment form to DUBLIN CULTURAL INSTITUTE by email or online.

4.2 Adult applications will be processed on receipt of a completed application form and full fees or sponsorship letter. The minimum age limit for entry to all open enrolment adult courses is 16 years.

4.3 In the case of applications for teacher development courses, a provisional letter may be issued pending grant approval. The provisional letter of acceptance will remain valid up to four weeks before the course start date.

4.4 Applicants must meet the minimum entry level required for their chosen course.

4.5 If an enrolment is sent by the client on the representative's recommendation the Enrolment form must be clearly identified as originating from that Representative. DUBLIN CULTURAL INSTITUTE cannot pay commission in retrospect if claimed by a Representative after a booking has been processed.



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4.6 If two or more enrolments are sent to DUBLIN CULTURAL INSTITUTE from different representatives for the same client, then the first enrolment received will be accepted.

4.7 On receipt of an enrolment DUBLIN CULTURAL INSTITUTE will send an invoice and offer letter. A booking confirmation will be issued, once booking deposit and all other documentation relating to the booking, has been received as follows:

4.8 Where the Representative collects fees from clients, documentation will be sent to the Representative. The Representative will be responsible for checking that the details are correct.

Where the representative does not collect fees from clients, documentation will be sent direct to the client.

4.9 For all adult courses there is an Accommodation Booking fee of €50 for host family and €80 for residential.

4.10 The Registration and Accommodation placement fees are separate from the tuition fee and are non-refundable.

4.11 Any documents sent by courier, as per agent request, will have an extra charge of €50.

4.12 Where a student has commenced a course and is repatriated for offences against DUBLIN CULTURAL INSTITUTE and/or Civil Law, all costs will be borne by the student.

4.13 If at any time DUBLIN CULTURAL INSTITUTE is unable to provide the course for which a client has been enrolled, an alternative course of a similar or higher specification will be provided, if available, at no additional cost.

4.14 DUBLIN CULTURAL INSTITUTE reserves the right to make an administrative charge for each change requested less than 14 days prior to course commencement.



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4.15 DUBLIN CULTURAL INSTITUTE reserves the right to cancel

or withhold confirmation of a booking or to withdraw educational and accommodation facilities after course commencement, at its discretion, if at any time incorrect information is supplied by or on

behalf of the client, fees due to DUBLIN CULTURAL INSTITUTE from the Representative or the client have not been received, or if such action is otherwise deemed necessary in the interests of the Representative, the client or

4.16 DUBLIN CULTURAL INSTITUTE reserves the right to expel students who breach the rules of the school as per the terms and conditions of enrolment and Code of Conduct.

ARTICLE 5 - COMMISSION

5.1 The Representative's rate of commission must be confirmed in writing by DUBLIN CULTURAL INSTITUTE.

5.2 Commission is due to the Representative on the Course fees only. Commission is only payable to the Representative who submits the enrolment to DUBLIN CULTURAL INSTITUTE. If a prospective student sends the enrolment directly to DUBLIN CULTURAL INSTITUTE, it must be clearly marked with the Representative's name and address. If, however, a prospective student submits an on-line enrolment directly from the DUBLIN CULTURAL INSTITUTE website as a result of "clicking through" from a Representative's website, commission will be credited to the Representative. An invoice for the commission should be received in order to be able to pay to the Representative's account. Payments will be made within 1 month.

Commission is not applicable to:

- The fees for accommodation and meals.
- Supplementary or compensatory accommodation charges.



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- Any charges for additional services provided for the student (e.g. transfers and transport, excursions and educational visits which are not part of the published course fees, private lessons which are not part of the scheduled course, examination fees, restaurant vouchers

or special sports).

- Any cancellation charges payable in accordance with the Conditions of enrolment.

The Representative will be responsible for paying all applicable taxes on the commission transferred.

5.3 re the Representative collects fees from clients, DUBLIN CULTURAL INSTITUTE raises an invoice to the Representative showing the net fees due after deduction of commission as defined in paragraph 5.2.

5.4 In consideration of the obligations undertaken and services provided by the Agent, DUBLIN CULTURAL INSTITUTE shall pay commission as follows:



Adult Programs

25% of tuition fees for each first time overseas student recruited, accepted for and enrolled on any adult language course offered by DUBLIN CULTURAL INSTITUTE. No commission is payable on accommodation, airport transfers and other ancillary charges.

ARTICLE 6 – FEES AND PAYMENT

6.1 The fees for course and accommodation, as specified in the Prospectus, are valid from 1 January to 31 December each year. The fees for the following year are normally published in November/December.

6.2 Payment should be made in the following way:

Bank Transfer:



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ACCOUNT NAME: DUBLIN CULTURAL INSTITUTE LIMITED

BANK NAME: BANK OF IRELAND

BANK ADDRESS: 2 College Green, Dublin 2, Republic of Ireland

BRANCH CODE: 900017

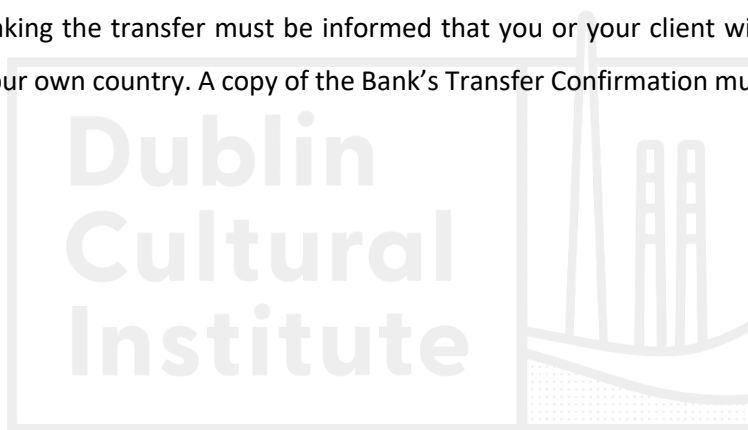
BIC/SWIFT CODE: BOFIE2D

IBAN: IE50 BOFI 9000 1721 2872 07

ACCOUNT NUMBER: 21287207

The client's reference number must be stated in every case.

The bank making the transfer must be informed that you or your client will pay ALL bank transfer charges in your own country. A copy of the Bank's Transfer Confirmation must be sent to us as proof of payment.



6.4 From October 1st 2015 it has been a requirement under Irish law to use an ESCRO bank account to hold the fees of students while the visa decision is pending to ensure unsuccessful visa applicants receive a timely remittance of unused fees.

Pay to Study:

To make your payment by local bank transfer, please log onto the following link:
<https://dublinci.paytostudy.com/>



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Here you will firstly need to register your payment, which will then provide you with the local Pay to Study bank account details in your home country. This will allow you to make your payments in your local currency and ensure you are not charged any international banking

fees.

The client's reference number must be stated in every case.

The bank making the transfer must be informed that you or your client will pay ALL bank transfer charges in your own country. A copy of the Bank's Transfer Confirmation must be sent to us as proof of payment.

ARTICLE 7 – VISAS

7.1 DUBLIN CULTURAL INSTITUTE expects representatives to carry out suitable checks to determine whether a potential client is genuine and is intending to arrive at the school and to complete his or her course of tuition with us. Further details regarding representatives' responsibilities can be found on DUBLIN CULTURAL INSTITUTE website www.dublinci.com

7.2 Where a client needs a visa for entry to Ireland, he or she must pay a deposit of 50% as specified in the current Brochure and Conditions (deductible when the fees are paid in full), or the full amount of the fees due, before DUBLIN CULTURAL INSTITUTE can process the enrolment and produce the confirmation documents required for the visa application. Should an application for a visa be refused, the student will be entitled to a Full refund of the deposit and any fees paid on receipt of a copy of the letter of refusal from the Irish Embassy prior to course commencement.

7.3 Representatives are responsible for checking that their clients have been issued with the correct visa to allow them to study upon their course at DUBLIN CULTURAL INSTITUTE in Ireland. A scanned copy of the visa should be emailed to DUBLIN CULTURAL INSTITUTE to enable us to check that it is correct. DCI cannot be held responsible for any errors made during the visa application process.

ARTICLE 8 – CANCELLATION



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If you decide to cancel your course/homestay/airport transfer, for reasons other than visa refusal, repayments will be made as follows:

- Up to three months before: Full amount minus € 75.00 administration charge.
- Up to one month before: 50%
- Up to two weeks before: No refund

The registration and homestay booking fees will not be refunded.

Please also refer to article number 9 “refunds”.

ARTICLE 9 – REFUND OF FEES

When the Conditions of enrolment relating to Cancellation or Curtailment have been met and a refund is due from DUBLIN CULTURAL INSTITUTE:

Where the Representative collects fees from clients, a revised invoice replacing the previous one(s) is issued to the Representative (subject to the deduction of any fees payable in lieu of notice) and the resulting credit of net fees is posted to the Representative’s account. No refund is made to the clients by DUBLIN CULTURAL INSTITUTE (after deduction of any fees payable in lieu of notice), and the appropriate amendment is made to the Representative’s commission account.

Where the Representative does not collect fees from clients, and the clients have paid their fees direct to DUBLIN CULTURAL INSTITUTE, a refund is made to the clients by DUBLIN CULTURAL INSTITUTE (after deduction of any fees payable in lieu of notice), after refund of commission or the appropriate amendment is made to the Representative’s commission account.

ARTICLE 10 – CHANGE OF COURSE



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When a client's course is changed to a course of a lower specification, any refund due in accordance with the DUBLIN CULTURAL INSTITUTE Conditions or enrolment is made in the form of a credit towards any required extension of the amended course or

towards any DUBLIN CULTURAL INSTITUTE course in Ireland during the twelve months following the end of the amended course. The credit is not transferable to another client, and no cash refund can be given.

Where the fees due have been received by DUBLIN CULTURAL INSTITUTE, either from the Representative or the client, a credit voucher is issued by DUBLIN CULTURAL INSTITUTE to the client (subject to deduction of any fees payable in lieu of notice) and a copy is supplied to the Representative for information.

The fees as originally invoiced remain payable to DUBLIN CULTURAL INSTITUTE, and no credit voucher can be issued to the client until they have been received.

Since no cash refund is given to the client, the Representative's full commission on the fees for the original booking is protected. The client may subsequently redeem the credit voucher by extending the amended course or enrolling for a further course within twelve months. If the client presents the credit voucher directly to DUBLIN CULTURAL INSTITUTE, commission will be due to the Representative on any additional commissionable fees paid by the client in excess of the value of the credit voucher.

ARTICLE 11 – SUBSTITUTION OF BOOKINGS

Under no circumstances may a course booking reference number or an accommodation address allocated by DUBLIN CULTURAL INSTITUTE be transferred by a Representative from one client to another.

ARTICLE 12 – EXTENSION OF A COURSE

It is usually possible to extend a client's course provided that there is a place available. If the Representative wishes to arrange such an extension for a client, the Representative should inform DUBLIN CULTURAL INSTITUTE by email as early as possible, specifying the course number and the dates of the extension.



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ARTICLE 13 – LIABILITY AND INSURANCE

DUBLIN CULTURAL INSTITUTE will not be liable for loss, damage, illness or injury to persons or property however caused, except where such liability is expressly imposed beyond exclusion by statute.

Representatives should advise their clients to take out personal insurance against all such risks, including inability to attend or continue a course and insurance for the payment of medical expenses.

ARTICLE 14 – REPRESENTATIVES' PUBLICATIONS

Representatives are encouraged to feature DUBLIN CULTURAL INSTITUTE courses in their own publications, but DUBLIN CULTURAL INSTITUTE cannot accept responsibility for discrepancies between them and its own publications. It is therefore essential that Representatives producing their own publicity material should submit it to DUBLIN CULTURAL INSTITUTE before going to be printed or to be published in the website.

The Agent agrees that 3 of the following 5 conditions regarding the promotion of DUBLIN CULTURAL INSTITUTE will be followed.

- Promotional video or short article to be placed on the homepage of agency's website.
- Full description with pictures and videos to be placed on sub-page of agency's website.
- At least one counsellor in the agency will be assigned and trained to promote the programme.
- Previous participants from your agency on this programme will be contacted current with current offer.
- Camp brochures will be displayed prominently in agent's office.



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ARTICLE 15 – PROMOTIONAL MATERIAL AND COPYRIGHT

DUBLIN CULTURAL INSTITUTE claims world copyright for all its promotional material including video/DVD films, photographs and CD Roms, and Representatives may use such material for the promotion of DUBLIN CULTURAL INSTITUTE courses only. Promotional material is available free of charge and can be ordered from DUBLIN CULTURAL INSTITUTE. Under no circumstances may any such material be used for the promotion of other schools or courses, or for general publications, without the written permission of DUBLIN CULTURAL INSTITUTE.

For promotional purposes DCI will take photographs and videos during our courses or social activities which may be used in brochures or other publicity materials. Please advise at the time of booking if you do not wish to appear in any promotional material.

ARTICLE 16 – FORCE MAJEURE

It shall be a fundamental condition of the contract between DUBLIN CULTURAL INSTITUTE and the Representative that DUBLIN CULTURAL INSTITUTE shall not be in any way liable to the Representative or the client in the event of any service contracted to be supplied by DUBLIN CULTURAL INSTITUTE becoming impossible to supply by reason of industrial dispute or other cause outside its control.

ARTICLE 17 – VALIDITY OF THESE CONDITIONS

These Conditions for Representatives are valid from 1st January 2015 and supersede all previous issues.

Together with any written contracts or agreements between the Representative and DUBLIN CULTURAL INSTITUTE, they shall be subject to the Law of IRELAND, and any questions arising from them shall be resolved according to the principles of that law. The Irish Courts alone shall have jurisdiction over any matter arising from them.

ARTICLE 18



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This contract will be binding for a period of three years from the date of signing

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ARTICLE 19 - SIGNING

We declare to have read, understood and agreed to all information described in this term.

By being fair and in accordance with the above clauses, sign this contract in two identical copies.

Signed on behalf of DUBLIN CULTURAL INSTITUTE

Jonathan Duignan, Director

Date:

Signed on behalf of

....., Director:

Date:



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