

Terms and Conditions – Representative Agreement September 2024

1. THE SERVICES

- 1.1. The Representative is engaged by University of Northumbria at Newcastle (Northumbria) on a non-exclusive basis to carry out marketing and promotional services (Services) in relation to Northumbria's academic programmes (Programmes).
- 1.2. The Representative shall supply the Services in accordance with the Commercial Terms, the Data Sharing Agreement and these Terms and Conditions (together the Agreement).
- 1.3. Northumbria is under no obligation to make any offers to Students referred to it by the Representative and shall be entitled to reject any or all of the applications.
- 1.4. Northumbria shall have the right from time to time to modify the specification of or withdraw any or all the Programmes without notice and without the consent of the Representative.

2. TERM AND TERMINATION

- 2.1. The Representative shall provide the Services from the start date until the end date set out in the Commercial Terms (the Term) after which the Representative shall cease providing the Services and the Agreement shall automatically expire.
- 2.2. Either party may terminate the Agreement at any time by giving at least one (1) month's written notice to the other party.
- 2.3. Northumbria may terminate this Agreement immediately at any time before the end of the Term by giving written notice to the Representative if:
 - 2.3.1. the Representative breaches the Agreement; or
 - 2.3.2. in Northumbria's opinion, continuation of the Agreement will or may cause Northumbria reputational risk or damage; or
 - 2.3.3. the Representative is (or is likely to become) insolvent or ceases (or is likely to cease) trading.
- 2.4. The addresses for service of notices to Northumbria are both:

University of Northumbria at Newcastle, Sutherland Building, College Street, Newcastle upon Tyne, NE1 8ST, United Kingdom (for the attention of the Director of International, Global Marketing and Business)

and

fc.agent@northumbria.ac.uk (or as otherwise notified in writing from time to time)
- 2.5. The addresses for service of notices to the Representative are set out in the Commercial Terms.

3. GENERAL OBLIGATIONS

The Representative shall:

- 3.1. carry out the Services in the Territories set out in the Commercial Terms only;
- 3.2. carry out the Services in relation to the Programmes set out in the Commercial Terms only;
- 3.3. only use marketing materials approved in writing in advance by Northumbria in writing;
- 3.4. ensure no misleading statements are made to Students or included in any materials;
- 3.5. comply with any brand guidelines, policies and procedures issued by Northumbria;
- 3.6. ensure all personnel engaged in the Services complete any relevant training activity Northumbria provides from time to time;
- 3.7. ensure that all applications to the Programmes on behalf of a Student shall be subject to Northumbria's international application guidelines, terms and conditions of offer and Handbook of Student Regulations which are available on Northumbria's website or upon written request;
- 3.8. attend or arrange such meetings, promotion events and student fairs as are reasonably required by Northumbria;
- 3.9. check applications to ensure as far as is reasonably possible that they are complete and that only applications that meet Northumbria's entry requirements for the relevant Programme and the admissions guidelines provided;
- 3.10. keep and maintain adequate records of Students and provide to Northumbria on request copies of any records or other information reasonably required by Northumbria;
- 3.11. in the event of any claim, complaint or dispute being made or arising in respect of any Programmes, notify Northumbria promptly and comply with any instructions given in relation to such claim, complaint or dispute;
- 3.12. obtain all necessary consents, approvals and licences required to carry out its obligations under this Agreement;
- 3.13. check the authenticity of Students' academic certificates, transcripts and English language certificates;
- 3.14. investigate the financial ability of Students to meet tuition costs and living expenses and to submit applications only from Students who have the necessary financial ability;
- 3.15. if so requested by Northumbria, administer aptitude or such other tests as may be required from time to

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time and carry out other investigations into the ability of Students to benefit from, and succeed on, the Programmes for which they are applying;

- 3.16. refer all Students to Northumbria's accommodation office for assistance in arranging accommodation and not directly arrange any accommodation for them;
- 3.17. advise Students of Northumbria's policies and procedures relating to fee payments, deposits, withdrawal and exclusion set out in Northumbria's Handbook of Student Regulations from time to time;
- 3.18. make clear to all Students in the course of dealing with them that (i) the Representative is or will be the agent of the Student (and not of Northumbria) for the purposes provided for in any agreement between the Student and Northumbria (ii) the Representative is unable to contract on behalf of or to bind Northumbria and (iii) every expression of interest by a person to enrol as a Student with Northumbria will be subject to Northumbria's regular admissions procedure and acceptance by Northumbria;
- 3.19. take all necessary steps to ensure the percentage of Students it refers to Northumbria is kept to a minimum in relation to i) non-enrolment, ii) withdrawal, exclusion and discontinuation of studies and iii) visa refusals;
- 3.20. observe all reasonable directions and instructions given by Northumbria; and
- 3.21. comply with all relevant laws, legislation, enactments, regulations, regulatory policies, guidelines and industry codes and with Northumbria's policies and such other guidelines as Northumbria may publish from time to time.

The Representative shall not:

- 3.22. contract, or purport to contract, on behalf of or bind Northumbria in any way;
- 3.23. pledge the credit of Northumbria in any way, or make any promises, representations, warranties or guarantees in respect of the Programmes except those expressly authorised by Northumbria in writing;
- 3.24. solicit applications to the Programmes from any person outside the Territories and if it receives the same then the Representative will refer them on to Northumbria;
- 3.25. use Northumbria's name or logo or trademarks otherwise than in accordance with this Agreement;
- 3.26. collect any payment from Students for tuition fees, accommodation or living expenses; or
- 3.27. make, receive or accept any separate or additional income, profit or other benefit in connection with this Agreement.

4. VISA RESPONSIBILITIES

When a Student requires a visa to study in the UK, the Representative shall:

- 4.1. specifically draw the attention of the Student to essential and current online resources relating to making a successful visa application;
- 4.2. ensure that, once a Student has received an offer of a place from Northumbria, that they check the relevant section on Northumbria's website to help them make a visa application;
- 4.3. check all visa applications before they are submitted by prospective students to ensure that all applications, and all supporting documents, are complete and meet the requirements, including the financial requirements, for a successful visa application. In particular:
 - 4.3.1. check that the Student's bank statements show a compliant amount of money in the Student's bank account for the required period;
 - 4.3.2. ensure that Students who are sponsored by family members only submit bank statements from their mother, father, legal guardian or spouse;
 - 4.3.3. ensure that Students who are sponsored by a family member only submit bank statements from their mother, father, legal guardian or spouse (no other family sponsors are acceptable); and
 - 4.3.4. confirm that all supporting documentation for visa applications (e.g. bank statements) are originals. Copies are not acceptable.

5. GOOD INDUSTRY PRACTICE

- 5.1. The Representative shall use reasonable care and skill and act diligently and in good faith and shall comply with;
 - 5.1.1. UK consumer protection law as it relates to higher education providers (<https://www.gov.uk/government/publications/higher-education-consumer-law-advice-for-providers>); and
 - 5.1.2. the UK Agent Quality Framework's guidance and quality assurance tools in particular, the National Code Of Ethical Practice For UK Education Agents (<https://www.buila.ac.uk/activities/a-partnership-for-quality-uk-quality-framework-for-education-agents-2>)

6. ANTI-BRIBERY AND ANTI-MODERN SLAVERY AND HUMAN TRAFFICKING

- 6.1. The Representative shall:

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- 6.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption, anti-slavery, human trafficking and tax evasion including but not limited to the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 (the Relevant Requirements);
 - 6.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or Part 1 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the UK;
 - 6.1.3. comply with Northumbria Policies and regulations in relation to Ethics, Anti-bribery, Anti-corruption, Anti-slavery and human trafficking in each case as Northumbria may update them from time to time (the Relevant Policies);
 - 6.1.4. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and Modern Slavery Act 2015, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 6.1.2, and will enforce them where appropriate;
 - 6.1.5. promptly report to Northumbria in writing any request or demand for any undue financial or other advantage of any kind received by the Representative in connection with the performance of this Agreement;
 - 6.1.6. immediately notify Northumbria in writing if a foreign public official becomes an officer or employee of the Representative or acquires a direct or indirect interest in the Representative, and the Representative warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement; and
 - 6.1.7. certify annually to Northumbria in writing signed by an officer of the Representative compliance with this Clause 6 by the Representative and all persons associated with it under Clause 6.2. The Representative shall provide such supporting evidence of compliance as Northumbria may reasonably request.
- 6.2. The Representative shall ensure that any person associated with the Representative who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Representative in this Clause 6 (the Relevant Terms). The Representative shall be responsible for the observance and performance by such persons of

the Relevant Terms and shall be directly liable to Northumbria for any breach by such persons of any of the Relevant Terms.

- 6.3. For the purpose of this Clause 6, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of these regulations a person associated with the Representative includes but is not limited to any subcontractor of the Representative.

7. PAYMENT

- 7.1. Subject to the terms of this Agreement, Northumbria shall pay a fee to the Representative calculated in accordance with the Commercial Terms in arrears in consideration for the Services.
- 7.2. All sums paid to the Representative by Northumbria under this Agreement shall be deemed to include all VAT, sales and other taxes.
- 7.3. Northumbria shall be entitled to deduct from the fees due to the Representative any sums that the Representative may owe Northumbria at any time.
- 7.4. If either party is more than thirty (30) days late making any undisputed payment due under this Agreement, the other party may charge interest on the overdue payment from the due date at a rate of four per cent (4%) per annum above the Bank of England base rate (or at four per cent (4%) per annum for as long as the base rate is below zero).

8. CONFIDENTIAL INFORMATION

- 8.1. The Representative shall not use or disclose to any person either during or at any time after this Agreement any confidential information about Northumbria's business or affairs. All confidential information provided by Northumbria shall be returned to us or destroyed on expiry or termination of the Agreement.
- 8.2. The Representative acknowledges that Northumbria is subject to the requirements of the FOIA, and the Representative agrees that it shall co-operate and provide (at its own expense) all necessary assistance as may reasonably be requested by Northumbria for itself to enable Northumbria to comply with its obligations under the FOIA.

9. GENERAL

- 9.1. The Representative will indemnify, keep indemnified and hold harmless Northumbria from and against all costs (including any excess fees relating to insurance claims), expenses, liabilities (including any tax liability), injuries, direct and indirect losses (both of which terms include, without limitation, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings, or legal

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- costs (on a full indemnity basis) and judgments which Northumbria incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance by the Representative of the terms of the Agreement.
- 9.2. Northumbria shall have no liability to the Representative under or in connection with the Agreement for any indirect or consequential loss (which shall include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence).
- 9.3. Northumbria's aggregate liability under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, will be limited to the sum of any fees or commission paid or payable to the Representative under the Agreement.
- 9.4. Northumbria grants to the Representative a non-exclusive, royalty-free personal non-sublicensable licence for the Term to use Northumbria's trademarks and other intellectual property in the Territories solely in connection with the performance of the Representative's obligations and the exercise of the Representative's rights under or as contemplated by this Agreement.
- 9.5. Neither Party may without the prior written consent of the other Parties (such consent not to be unreasonably conditioned, withheld or delayed) assign the benefit, or delegate the burden of this Agreement or otherwise sub-contract, transfer, charge or deal in any other manner with this Agreement or any of its rights and obligations under it, or purport to do any of the same.
- 9.6. This Agreement does not create any right enforceable by any person who is not a party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement and the rights of such successor or assignee will, subject to and upon any succession or assignment permitted by this Agreement, be regulated by the terms of this Agreement.
- 9.7. This Agreement contains all the terms which the parties have agreed in relation to their subject matter, and supersedes all prior written or oral agreements, representations or understandings between the parties (including any heads of terms) relating to that subject matter.
- 9.8. Nothing in this Agreement is intended to or will operate to create a partnership or joint venture of any kind between the parties, or to authorise any party to act as agent for any other, and no party will have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 9.9. Each of Northumbria and Representative warrants and represents that it is entering into this Agreement as principal and not as agent for the other and will act as an independent contractor in carrying out its obligations under this Agreement.
- 9.10. No variation or waiver of any of the terms of this Agreement will be binding unless set out in writing, expressed to amend this Agreement and signed by the parties or their duly authorised representatives.
- 9.11. References to "written" or "in writing" include email.
- 9.12. If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, will continue in effect.
- 9.13. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by the laws of England. The Parties submit to the non-exclusive jurisdiction of the English Courts to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.