



# SURVAL MONTREUX

## GIRLS' SCHOOL IN SWITZERLAND

### Agency Agreement

This Agreement sets out the basis on which Surval Montreux will remunerate the Agent for each introduction of parents whose daughter attends Surval Montreux as the result of the introduction.

Date of Agreement	
Agency Name	
Agency Address	

1. **Duration of the Agreement:** Twelve months from the above date and thereafter until terminated by notice given by either party at any time.
2. **School Fees:** Tuition and Boarding fees as published on the Fees list of the School excluding deposits or extras.
3. **The School's Documents:** the Prospectus, Application and Acceptance forms, Fees lists and standard Terms and Conditions of the School to the Agent.
4. **School Year Commission:** For each student joining the school, Surval Montreux offers 10 % commission and 5% for any subsequent year.

For Highly Trusted Partners, who send 3 or more students per year, the School offers 15% commission, 10% for 2nd year and 5% for any subsequent year.

5. **Summer and Winter Camps Commission:** The School offers 10% commission.
6. **Framework of the Agreement**

6.1 The contract for education of each student will be between the parent and the School. Unless otherwise agreed in writing, the signatures of both parents and/or guarantor will be required.

6.2 The School will deal directly with the parents in all matters of finance, discipline, education and all other matters relating to the student's time at the School, unless it is requested in writing by parents that the school communicates with the agent on their behalf



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6.3 The School fees must be paid in full by the parents into the School's bank account, as cleared funds, at least one month before the start of each term (please see our payment deadlines in our Admissions Information).

6.4 The commission will be paid to the Agent on a termly basis on receipt of the Agent's invoice, but only after parents have paid bills in full in accordance with the School's Terms and Conditions.

### **7. Introductions made by the Agent**

A parent or student will be recognised as having been introduced by the Partner when:

- There has been no previous application to the School by the parent or student;
- The Agent is the cause of the application to the School being made and is named on the application form
- The student actually joins the School having paid the deposit and school fees in full.

### **8. Obligations of the Agent**

8.1 The Agent will ensure that he/she knows and understands the School's ethos, admissions requirements and procedures, contents of the School's documents and will not make any representation about the School other than in accordance with the School's own materials;

8.2 The Agent will ensure that his/her company website and other material refer to the School as Surval Montreux, and make clear that Surval Montreux is an exceptional boarding school for girls, offering internationally recognised curriculum to complete secondary education. All information regarding the School and its programmes are expected to be kept up-to-date;

8.3 The Agent will deal promptly with all correspondence of the School and will uphold the good name of the School;

8.4 The Agent will ensure so far as he/she can that they will support Surval Montreux on marketing efforts where possible including, but not limited to, advertising and in-country visits.

8.5 The Agent will preserve confidentiality and will not divulge to any third party details of his/her dealings between the parent/student and the School.

8.6 The Agent will act in accordance with the contractual framework of this Agreement set out above and will do his/her best to ensure that the parents understand the School's documents.

8.7 The Agent will ensure so far as he/she can that the parents are creditworthy and that the source of the School fees and any deposit and extras is lawful. He/she will inform the parents that payments to the School must be by bank transfer but not cash or any method that will cause the School to incur collection charges.



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### 9. Obligations of the School

9.1 The School will provide the Partner with an adequate number of copies of the School's documents and details of the School's entry requirements.

9.2 The School will promptly consider and take action on every preliminary enquiry or application that is received and will make all reasonable and necessary arrangements to enable the parent/student to attempt the School's entry requirements including any interviews and tests requested.

9.3 The School will promptly pay the commission fee in accordance with this Agreement.

### 10. Various

10.1 The commission fee shall be payable only for a term in which the student attends Surval Montreux and not in respect of any fees due or paid in lieu of notice.

10.2 The School reserves the right to refuse admission or to exclude a student on grounds that are lawful and/or set out in the standard Terms and Conditions or to exclude the student at any time when fees are unpaid.

10.3 The School will allow the Agent reasonable access to the student or to communicate with the student at the Agent's request.

10.4 This Agreement is not exclusive either to the School or to the Agent. Should a dispute arise between the Agent and any other party claiming to have introduced a student, the School will withhold payment of the commission fee until the dispute has been resolved.

#### ***Signed on behalf of Surval Montreux***

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

#### ***Signed on behalf of the Agent***

Agency Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



# SURVAL MONTREUX

## GIRLS' SCHOOL IN SWITZERLAND

### Agent Code of Conduct

The following Code of Conduct follows good practice for education agents. Our Code sets out the conduct we expect, contractually and otherwise, our representatives to follow.

- Agents shall at all times conduct themselves with integrity and in a manner that will reflect positively on the image of their profession and of Surval Montreux as reliable and trustworthy providers of high-quality education and training.
- This standard of conduct underpins the others that follow and encompasses all aspects of agents' activities.
- Agents shall promote themselves and Surval Montreux in a professional and ethical manner and shall ensure that their business activities reflect best practice.
- This standard of conduct refers both to ethical behaviour (doing the right thing) and to standards of professionalism (doing it well). Best practice means that an agent's business activities should not be of a kind that might bring discredit on Surval education.
- Agents shall be honest in communicating information about themselves, Surval Montreux and potential students in published, oral or any other form. They shall not knowingly or by a failure of professional standards provide or disseminate false, incomplete or misleading information.
- This standard of conduct also applies equally to information provided about potential students in applications to Surval Montreux and visa authorities. In particular, information provided to potential students shall be sufficient to enable them to make an informed judgment. The inclusion of the word 'incomplete' in this standard is especially important: agents shall not in published or orally delivered information omit any fact which may reasonably be of material relevance to an international student, where an omission might be construed as being misleading.
- The accidental production or dissemination of incorrect or incomplete information is likely to be viewed in itself evidence of a failure to adhere to professional standards, except where there is compelling evidence to suggest otherwise.
- In summary, this standard requires agents to provide full, honest and accurate information about Surval Montreux.
- Agents shall promote themselves and Surval Montreux fairly and without recourse to unfavorable or negative comparisons with other schools, or otherwise employ unfair or unprofessional practice to damage the interests of other schools.



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- This standard of conduct refers to any attempt by agents to gain advantage for their clients by using information about other schools negatively. Using verifiable data to show the standing of Surval Montreux in relation to others is acceptable, but this practice shall not be executed in such a manner as to discredit other schools. This means agents should promote products by focusing on the strengths and achievements of Surval Montreux rather than by making unfavorable comments about competitors.
- Agents shall act at all times in the best interests of students or prospective students as well as Surval Montreux. They shall offer advice and counselling and provide information to students, and where appropriate their parents, in a manner consistent with this principle.
- This standard of conduct is fundamental to good practice in education marketing and student recruitment. It refers not only to truthfulness and accuracy, but also to appropriateness. An example of inappropriate advice would be encouragement of a student to enter a course of study for which they were inadequately prepared in terms of language proficiency or academic attainment. The standard also includes advice or information given to sponsors of students and other such bodies or persons as well as directly to students. Again, the omission of salient information in an effort to secure the placement of a student is likely to be judged as a breach of this standard.
- Agents shall conduct themselves with due regard to the regulatory conditions in the market(s) in which they operate. They shall comply with all applicable national laws, regulations and official policies.
- Agents shall conduct themselves with due regard to the need for transparency and openness in all their dealings with client institutions.