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**Dated:**

(1) UNIVERSITY OF WINCHESTER

(2) OXFORD INTERNATIONAL WORLDWIDE EDUCATIONAL SERVICES LIMITED

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**Representative Agreement**

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This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2025

**BETWEEN:**

- (1) **UNIVERSITY OF WINCHESTER**, company number 05969256, Sparkford Road, Winchester, Hampshire, SO22 4NR (**the "University"**); and
- (2) **OXFORD INTERNATIONAL WORLDWIDE EDUCATIONAL SERVICES LIMITED**, company number 14062230 and VAT Registration number 419 0397 90, New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG, United Kingdom (**the "Representative"**);

who may together hereafter be referred to as the **"Parties"** or in the singular as a **"Party"**.

**WHEREAS**

The University wishes to increase its international student intake under its UKVI student sponsorship licence.

The Representative provides educational services, including recruitment of students to UK higher education institutions.

The University and the Representative have agreed that the Representative shall engage with the University in respect of the marketing, recruitment and operational services set out in the terms of this Agreement.

In pursuance of the above, the Parties now desire to enter into this Agreement.

**AGREED**

**1. INTERPRETATION**

1.1 For the purposes of this Agreement, the following definitions shall apply:

<b>"Academic Year"</b>	the academic year of the University, running from August in one year and ending in July of the next for undergraduate Courses and postgraduate Courses.
<b>"Agreement"</b>	means this agreement and any annex and/or appendix and/or schedule attached hereto which shall be deemed to form a part of this Agreement.
<b>"Business Day"</b>	a day other than a Saturday, Sunday, bank holiday or other public holiday in England or other days when the University is officially closed for business.
<b>"Claiming Party"</b>	is defined under <b>Clause 14.3</b> .
<b>"CMA"</b>	means the Competition and Markets Authority and any successor body.
<b>"CMA Guidance"</b>	guidance issued by CMA in respect of consumer protection of students in higher education in England and Wales.
<b>"Commission"</b>	is defined under Paragraph 1 of Schedule 2.

<b>"Confidential Information"</b>	means any and all materials and information of or relating to a Party constituting or concerning products, services, contracts, contract costs and charges, business models, methods or practices, financial projections or results, know how, trade secrets, Intellectual Property or ideas which, at the time or times concerned, are not generally known to third parties and such other information as may be proprietary or confidential in nature or is identified by such Party as confidential.
<b>"Consumer Laws"</b>	<ul style="list-style-type: none"> <li>a) the UK Consumer Protection Act 2015 and any subordinate legislation made under that Act from time to time;</li> <li>b) the UK Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; and</li> <li>c) the UK Consumer Protection from Unfair Trading Regulations 2008.</li> </ul>
<b>"Course"</b>	means a Standard Course of the University listed in <b><u>Schedule 1</u></b> .
<b>"Data Protection Laws"</b>	<p>all applicable laws relating to data protection, the processing of personal data and privacy, including:</p> <ul style="list-style-type: none"> <li>(a) the Data Protection Act 2018 (the <b>"DPA 2018"</b>);</li> <li>(b) UK GDPR (as that term is used in section 3(10) (as supplemented by section 205(4)) of the DPA 2018) (<b>"UK GDPR"</b>);</li> <li>(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and</li> <li>(d) any other legislation and regulatory requirements relating to data protection, the processing of personal data and privacy and applicable to a party.</li> </ul>
<b>"EA"</b>	the Equality Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the relevant government department concerning the legislation.
<b>"Effective Date"</b>	means the date of this Agreement.
<b>"EIR"</b>	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the UK Information Commissioner or relevant government department in relation to such regulations.
<b>"Entry Requirements"</b>	the entry requirements to be satisfied by a prospective Student in relation to a particular Course

as outlined in the University's relevant Course plan (and, for the avoidance of doubt, these will in all cases specify that Students must be at least eighteen years old by the time of commencement of study on any Course, as applicable to the University), including (as appropriate) the language requirements (if any) a Student has to satisfy in order to be admitted to a Course as may be set from time to time by the University.

<b>"Expiry Date"</b>	means the date of expiry or termination of this Agreement (whichever comes first).
<b>"Extended Term"</b>	means a period of two (2) years starting from the end of the Initial Term.
<b>"FOIA"</b>	means the United Kingdom Freedom of Information Act 2000.
<b>"Force Majeure"</b>	is defined in <b>Clause 23</b> .
<b>"Indemnifying Party"</b>	is defined under <b>Clause 14.3</b> .
<b>"Insurance Proceeds"</b>	is defined under <b>Clause 14.6</b> .
<b>"Initial Term"</b>	means the period from the Effective Date until [31 October 2027] (inclusive).
<b>"Intellectual Property Rights"</b>	means patents, registered and unregistered designs, copyrights, trademarks, services and trade names (whether registered or not), goodwill and the right to sue for passing off, and all other intellectual property protection wherever in the world enforceable.
<b>"Intellectual Property"</b>	means all intellectual and proprietary works including all patents, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), trade secrets, Confidential Information, moral rights, database rights, topography rights (in each case the full period thereof and all extensions and renewals thereof), all rights in any of the foregoing, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country.
<b>"Marketing Templates"</b>	is defined under <b>Clause 5.2.2</b> .
<b>"Minimum Recruitment Target"</b>	is defined under <b>Clause 7.3</b> .
<b>"Net Tuition Fee"</b>	is defined as the Tuition Fee actually collected, received or recovered by the Representative on behalf of the University for the first year of study (only) of the Referred Student (for example, less any scholarships, bursaries, refunds or other deductions).
<b>"Non-Standard Course"</b>	means any course of the University, listed in <b><u>Schedule 1</u></b> under the heading Non-Standard Courses and taught at the University, which is not a Standard Course and can be of a short duration i.e. less than one Academic Year and not necessarily

	academic award bearing such as short courses and English language preparation. This type of course will usually precede study on a Standard Course.
<b>"Notice"</b>	is defined under <b>Clause 18.</b>
<b>"Notice Period"</b>	is defined under <b>Clause 0.</b>
<b>"Operational Templates"</b>	is defined under <b>Clause 5.2.2.</b>
<b>"Qualifying Student"</b>	means a Student who is classified as an international or EU fee payer (and so not a UK home fee payer) for the purposes of higher education under the relevant law and guidelines in the United Kingdom.
<b>"Relevant Claim"</b>	is defined under <b>Clause 14.4.</b>
<b>"Restricted Course"</b>	means any Course which the University designates as subject to recruitment limitations, including caps on the number of students (or Students) that may be recruited, or as withdrawn from the recruitment of the Representative entirely (as the case may be), as identified in <b>Schedule 1.</b>
<b>"Slavery And Human Trafficking"</b>	has the meaning defined under s.54 of the UK Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time.
<b>"Standard Course"</b>	means, subject to the provisions of this Agreement that relate to Restricted Courses, any full-time, [in person], course of the University, listed in <b>Schedule 1</b> under the heading Standard Courses and, taught at the University, which the Parties have agreed in writing to be governed under the Agreement from time to time. These courses are taught on a full-time basis as deemed by UKVI (or any other agency or entity which may succeed it from time to time) visa guidelines and the study is toward full academic awards such as undergraduate or postgraduate degrees.
<b>"Student"</b>	means a potential student of the University who is or will be required to pay fees at the University as an overseas student or an EU student, and complies with the Entry Requirements, or such a person who has subsequently become an enrolled student of the University, as the case may be.
<b>"Term"</b>	means the period for which this Agreement is operational commencing on and including the Effective Date and expiring on and including the Expiry Date.
<b>"Territory"</b>	means the countries or territories set out in <b>Schedule 1</b> (or any part thereof as context may require).
<b>"Tuition Fee"</b>	is defined as the tuition fee for the Courses payable by the Students introduced under this Agreement, as set by the University from time to time.
<b>"University Name"</b>	is defined under <b>Clause 8.2.</b>
<b>"University Trademarks"</b>	means the trade names and marks (both registered and unregistered) used and/or owned by

the University from time to time during the Term.

**"VAT"**

means value added tax chargeable in the UK.

- 1.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time prior to the date of this Agreement.
- 1.3 References to a person include a reference to any individual, company, corporation or other body corporate, unincorporated association, joint venture or partnership (whether or not having a separate legal personality).
- 1.4 References to the masculine, feminine or neuter gender respectively include the other genders and references to the singular include the plural (and vice versa).
- 1.5 References to Clauses and Schedules are to Clauses of and Schedules to this Agreement, and references to paragraphs are to paragraphs in the Schedule in which such references appear.
- 1.6 The Schedules and any annexes to the Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.
- 1.7 The headings in this Agreement will not affect its interpretation.
- 1.8 Any phrase introduced by the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

2. **DUE DILIGENCE**

Each Party confirms it has carried out a due diligence exercise on the other Party and is satisfied that the other Party has the necessary capacity to undertake the arrangements contemplated by this Agreement.

3. **AGREEMENT**

- 3.1 Subject to the provisions of **Clauses 3.4 to 3.9** (inclusive), the University agrees to engage the Representative for the Term on an exclusive basis in respect of the Territory and the Courses only in respect of the provision of an integrated recruitment service in which the Representative takes responsibility for the entire recruitment process from marketing, lead acquisition, application development, applications processing until the point up to Confirmation of Acceptance for Study ("**CAS**") issuance and the ongoing process to convert that individual to an enrolled Student, and to collect Tuition Fees on behalf of the University, at the Representative's own cost.
- 3.2 The Representative shall not be entitled to contract, or purport to contract, on behalf of or bind the University in any way.
- 3.3 Each Party will appoint (and replace as appropriate) a co-ordinator who will be responsible for the day-to-day implementation of the Agreement.
- 3.4 The Representative's engagement does not relate to Non-Standard Courses. If, in the future, the Parties agree that the Representative's engagement should extend to Non-Standard Courses, this will be documented between the Parties in accordance with **Clause 24.6** or in a separate contract between the Parties, with a different commission percentage and finance model to this Agreement.

The University shall have the right from time to time to modify the specification of or withdraw any or all of the Courses and any University application form without notice and without the consent of the Representative. Without prejudice to the

foregoing, the University will seek to give the Representative reasonable notice of any proposed or forthcoming change pursuant to this **Clause 0**. If the University exercise any of its rights under this clause, the parties shall agree a reasonable adjustment to the Minimum Recruitment Target (or agree that no such adjustment is required) and, pending such agreement the Minimum Recruitment Target will be suspended and the University will not be entitled to exercise any of its rights under clauses 7.4 and 16.5.2 to 16.5.4 nor will the Representative be liable to the University under this Agreement or otherwise for any failure to meet the Minimum Recruitment Target.

3.5 The Representative acknowledges that:

- 3.5.1 as at the Effective Date, the University has a number of non-exclusive agency agreements with third parties in countries within the Territory;
- 3.5.2 these non-exclusive agency agreements will all terminate before the Effective Date (although Students referred pursuant to a non-exclusive agency agreement may commence their studies at the University in Academic Year 2024/25 or a subsequent Academic Year) or these non-exclusive agreements will not be renewed directly with the University;
- 3.5.3 whilst the University's exclusivity obligations to the Representative under this Agreement are in full force and effect, the University will not extend any of these agreements beyond its current term;
- 3.5.4 the University will encourage (and, where possible, direct) the relevant third parties to refer prospective Students to the Representative for recruitment in accordance this Agreement; but
- 3.5.5 the terms of the non-exclusive agency agreements may not enable the University to oblige those third parties to act in accordance with **Clause 3.5.4**,

and the Representative agrees that:

- (a) the University will not be in breach of **clause 3.1** to the extent that any Student is recruited by such a third party (Third Party Agent);
- (b) where a Student is referred to the Representative by a Third Party Agent, or the University instructs the Representative to administer payments to a Third Party Agent which has referred a Student to the University, the Representative will pay to that agent an amount by way of commission at the rate set out in the third party contract (to be notified to the Representative by the University promptly following a request for such information from the Representative) and for the avoidance of doubt the Representative will be entitled to payment of Commission in accordance with the terms of this Agreement.

3.6 The Representative shall not perform its activities under this Agreement for any Restricted Courses unless and to the extend expressly authorised in writing by the University. The University may, at its sole discretion and upon written notice to the Representative from time to time:

- 3.6.1 designate any Course as a Restricted Course;
- 3.6.2 impose or vary limitations on the number of Students that the Representative may recruit to any Restricted Course; or
- 3.6.3 suspend or withdraw a Restricted Course from the scope of the Representative's appointment.

If the University exercises any of its rights under any of clauses 3.6.1 to 3.6.3, the parties shall agree a reasonable adjustment to the Minimum Recruitment Target (or agree that no such adjustment is required) and, pending such agreement the



Minimum Recruitment Target will be suspended and the University will not be entitled to exercise any of its rights under clauses 7.4 and 16.5.2 to 16.5.4 nor will the Representative be liable to the University under this Agreement or otherwise for any failure to meet the Minimum Recruitment Target.

3.7 The University shall be entitled to determine at its sole discretion whether any new Courses of the University are designated as Restricted Courses.

3.8 Any exclusivity to the engagement of the Representative under this Agreement shall no longer have exclusive effect during:

3.8.1 the final three (3) months of the Initial Term if the Agreement is not being extended for the Extended Term;

3.8.2 the final three (3) months of the Extended Term;

3.8.3 the Notice Period if a Party has provided written notice to terminate the Agreement in accordance with **clause 0**.

3.9 The Representative understands and acknowledges that its exclusive appointment is as set out in this **clause 3** (and specifically **clause 3.1**) only, and that nothing in this Agreement shall prevent or restrict the University from contracting with third parties in relation to other types of contract, including collaboration agreements, distance learning including blended agreements, transnational education agreements, articulation agreements, part-time course agreements, degree apprenticeships, CPD short course agreements, non-accredited course agreements, postgraduate research agreements, and other representative agreements (where such representative agreements relate to persons that are not Students or Non-Standard Courses or programmes or activities that are not within the scope of the Representative's exclusive appointment).

#### 4. **DUTIES OF THE REPRESENTATIVE**

4.1 The Representative shall act diligently, conscientiously and in good faith in its dealings with the University and shall not allow its interests to conflict with the duties that it owes to the University under this Agreement.

4.2 The Representative will comply with the University's representatives' handbook or such other guidelines as the University may publish or make available to the Representative from time to time.

4.3 During the Term, the Representative will act as a marketing, recruitment and admission conversion and admission compliance services provider in respect of the Territory. As part of its responsibilities, the Representative shall:

4.3.1 implement agreed marketing strategies;

4.3.2 acting as principal with agents, appoint, manage, service, train and support the agents, carrying out robust and high-standard due diligence on such agents;

4.3.3 acting as principal with agents, negotiate and enter into contracts with agents who pass its due-diligence checks, always subject to the University being able to provide reasonable input and instructions in relation to the Representative's due-diligence processes;

4.3.4 establish and manage a high-quality online agent portal;

4.3.5 use all reasonable endeavours to ensure that its agents complies with the Agent Quality Framework, and provide all such information and records that the University may reasonably request to evidence the compliance of such;

4.3.6 participate in any events/exhibitions/seminars/road shows as may be necessary for the Representative to fulfil its obligations under this Agreement;



Representative on behalf of a prospective Student shall be subject to the terms and conditions and students' regulations which shall from time to time be supplied to the Representative by the University for transmission to prospective Students;

- 4.3.22 follow and comply with the University's relevant published policies, procedures, regulations and codes (as well as those made available by the University to the Representative from time to time), which may include codes of practice relevant to international students published from time to time by, for example, the United Kingdom's QAA, UCAS, Universities UK, the UK Council for International Student Affairs, the Office for Students, UKVI or the British Council;
- 4.3.23 appoint all necessary staff to ensure that the Representative can comply with its obligations under this Agreement;
- 4.3.24 liaising with any third parties (such as the British Council) as reasonably requested by the University from time to time, and foster good working relationships with them;
- 4.3.25 obtain and maintain any and all licences, consents and registrations necessary to perform its obligations under this Agreement at its own expense;
- 4.3.26 in the event of any claim, complaint or dispute being made by or arising in respect of any of the Courses, notify the University promptly;
- 4.3.27 act diligently and in good faith in all its dealings with Students and prospective Students;
- 4.3.28 provide such information as the University may reasonably require and, in any event not less than once every three (3) months, inform the University by person or telephone of all matters that may be of interest to the University in connection with the promotion and marketing of Courses;
- 4.3.29 comply with all laws in the Territory relating to the promotion and marketing of the Courses, obtain all licences, permits and approvals as are necessary or desirable to carry out the duties of the Representative and notify the University of any changes in these laws which could affect the promotion and marketing of the Courses; and
- 4.3.30 make clear to all prospective Students in the course of dealing with them that:
  - 4.3.30.1 the Representative is unable to contract on behalf of or to bind the University; and
  - 4.3.30.2 every expression of interest by a person to enrol as a Student with the University will be subject to the University's regular admissions procedure and acceptance by the University;
- 4.3.31 in the event of any claim, complaint or dispute being made by or arising for a Student or prospective Student in the Territory, notify the University without delay providing full details of such, and provide the University with all support reasonably requested or instructed by the University in handling such claims, complaints or disputes;
- 4.3.32 make itself available to the University for the purposes of consultation and advice relating to this Agreement and the Courses;
- 4.3.33 attend meetings with representatives of the University in the Territory as may be necessary for the performance of its duties to the University under this Agreement;

- 4.3.34 comply with any performance reviews required by the University which may include at the end of each Academic Year and in the middle of each Academic Year and which will consider Student feedback, conversion statistics and completion statistics;
- 4.3.35 notify the University as soon as reasonably practicable of any prospective Student who has ceased or indicated that s/he will cease to apply for admission to a Course to the University and any Student who, to the Representative's knowledge, applies for admission to a higher education institution which is offering competing courses to the University;
- 4.3.36 provide such assistance and/or information to the University as is required for the University to comply with its obligations under section 54 of the Modern Slavery Act 2015;
- 4.3.37 ensure that it will only submit applications from Students who will meet UKVI regulations and comply with all UK Immigration Rules;
- 4.3.38 ensure that its recruitment practices are compliant with current UKVI regulations and guidelines;
- 4.3.39 undertake all training and research necessary to keep abreast of UKVI guidelines and regulations;
- 4.3.40 fully assist and cooperate with the University in ensuring that enquiries from the UKVI are dealt with swiftly and efficiently;
- 4.3.41 keep accounts and records giving correct and adequate details of all enquiries received from prospective Students about the Courses and, and permit the duly appointed representatives of the University at all reasonable times to inspect all those accounts and records and to take copies of them;
- 4.3.42 generally perform its obligations under this Agreement in such a manner as it thinks best to promote the interests of the University; and
- 4.3.43

4.4 The Representative shall:

- 4.4.1 perform its obligations under and in connection with this Agreement in accordance with best practice in the Representative's industry, profession and trade;
- 4.4.2 use personnel and agents (so far as permitted by the University in accordance with the terms of this Agreement) who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Representative's obligations are fulfilled in accordance with this Agreement; and
- 4.4.3 comply with all applicable laws, regulations, regulatory policies, guidelines or UK industry codes which may apply from time to time to the performance of its obligations, including relevant safeguarding laws.

4.5 The Representative shall not:

- 4.5.1 pledge the credit of the University in any way or bind or attempt to bind it by contract or otherwise, or make any promises, representations,

warranties or guarantees in respect of the Courses except those expressly authorised by the University in writing;

- 4.5.2 during the Term, promote the interests of another higher education provider above the interests of the University;
- 4.5.3 use the University's name or logo or trademarks otherwise than with the prior written consent of the University, the terms of this Agreement, and in accordance with any brand guidelines or instructions provided by the University from time to time; and
- 4.5.4 do or omit to do anything which may cause the University to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, including the University's UKVI student sponsor licence.

## 5. **MARKETING**

5.1 During the Term, the Representative shall be responsible for all marketing and lead generation activities in respect of Students in the Territory.

5.2 During the Term each of the Parties shall:

- 5.2.1 co-operate in the development of the Representative's marketing strategy and the Representative agrees to give reasonable consideration to any comments that the University may have as to such marketing strategy;
- 5.2.2 co-operate to develop templates for marketing materials to be used in connection with the Courses (the "**Marketing Templates**") and templates for other operational materials to be used by the Representative or the University or third parties in connection with the day to day operation of the Courses, including notepaper and business cards, (the "**Operational Templates**"). The Representative and the University will submit such templates to the other for approval (such approval not to be unreasonably withheld or delayed). The other Party will submit all comments on any proposed Marketing Template or Operational Template to the submitting Party no later than 15 (fifteen) days after their submission to the other. In the absence of any such comments within such period, such Marketing Template or Operational Template will be deemed to have been approved by the other;
- 5.2.3 co-operate to identify any countries or markets within the Territory that present a high risk of visa rejection, and at the start of each Academic Year agree on strategies to be taken to mitigate visa rejection risks in such countries or markets;
- 5.2.4 respectively be entitled to use for the Term, for the proper purposes of conducting its business as contemplated by the Agreement, any marketing materials which comply in all material respects with a Marketing Template in accordance with **Clause 5.2.2**;
- 5.2.5 comply with the marketing protocol set out in **Schedule 4**; and
- 5.2.6 respectively be entitled to use for the Term, for the proper purposes of conducting its business as contemplated by this Agreement, all operational materials complying in all material respects with an Operational Template approved in accordance with **Clause 5.2.2**.

## 6. **DUTIES OF THE UNIVERSITY**

6.1 The University shall:

- 6.1.1 act dutifully and in good faith and provide to the Representative all information and documentation relating to the Courses which is reasonably necessary for the performance of this Agreement;
- 6.1.2 make available to the Representative brochures, flyers and display/presentation materials, including Entry Requirements as reasonably requested by the Representative for use by the Representative in the promotion and marketing of the Courses. Such materials shall remain the property of the University at all times and must be returned to the University on request;
- 6.1.3 for the first Academic Year of this Agreement (2025/2026 Academic Year), hold sufficient CAS allocation in line with the Minimum Recruitment Target figures;
- 6.1.4 for future Academic Years of this Agreement, use all reasonable endeavours to hold sufficient CAS allocation in line with the Minimum Recruitment Target figures for such Academic Years, or as agreed between the parties in writing in advance of any Academic Year;
- 6.1.5 redirect any new agent applications to the Representative, in so far as they relate to the promotion and marketing of Courses to Students in the Territory;
- 6.1.6 subject to **Paragraph 6 of Schedule 2**, redirect any direct prospective Student application from the Territory in respect of the Courses to the Representative for conversion (for the avoidance of doubt, this does not apply to applications received from prospective students which the University anticipates will be UK home fee payers);
- 6.1.7 respond to admissions queries, information and issues as requested by the Representative [REDACTED]  
[REDACTED]
- 6.1.8 issue CAS [REDACTED]  
[REDACTED]
- 6.1.9 be responsible for UKVI requirements once the Student is enrolled;
- 6.1.10 for Courses that require an interview as part of the admissions process, communicate to the Representative or the prospective Student a future date for interview [REDACTED]  
[REDACTED]  
[REDACTED]
- 6.1.11 use all reasonable endeavours maintain its UKVI student sponsor licence.

## 7. **PAYMENTS AND RECRUITMENT TARGETS**

- 7.1 The University shall pay Commission to the Representative calculated in accordance with **Schedule 2** in consideration for the services performed under this Agreement. Except as set out in this Agreement, the Representative shall be entitled to no further sums or payments from the University apart from any Commission payable in accordance with **Schedule 2**.
- 7.2 All sums payable under this Agreement are, unless otherwise stated, exclusive of VAT but inclusive of all other duties and taxes.
- 7.3 The University and the Representative have agreed that the number set out in **Schedule 3** (the "**Minimum Recruitment Target**") represents a reasonable and attainable number of Students for the Representative to refer to the University for enrolment during the period stated. Only those Students referred to the University who:

- 7.3.1 are Qualifying Students;
- 7.3.2 are subsequently accepted for enrolment by the University; and
- 7.3.3 actually enrol on qualifying Courses,

shall count toward the Minimum Recruitment Target.

- 7.4 If the Representative does not achieve at least 80% of the Minimum Recruitment Target in any annual period stated, the University shall be entitled:

- 7.4.1 to terminate this Agreement with immediate effect, without incurring any liability to the Representative (subject to the provisions of **Clause 17**); or

- 7.4.2 at its sole discretion, to maintain this Agreement in effect except that **Clause 3.1** shall be deemed to be an engagement on a non-exclusive basis and the University may appoint additional representatives or agents (on non-exclusive terms) to perform services similar to those to be provided by the Representative in respect of the Territory, without incurring any liability to the Representative,

provided that the University holds sufficient CAS allocation in line with the Minimum Recruitment Target figures for the relevant annual period for use under this Agreement .

- 7.5 If the University does not accept for enrolment any prospective Student as a result of a risk of negative impact on the University's BCA metrics, despite the Student meeting the entry criteria and credibility, any such person will count towards the Minimum Recruitment Target (notwithstanding they are not a Student).

- 7.6 If the University does not hold sufficient CAS allocation in line with the Minimum Recruitment Target for any Academic Year, the Parties shall agree a reasonable adjustment to the Minimum Recruitment Target (or agree that no such adjustment is required) and, pending such agreement the Minimum Recruitment Target will be suspended and the University will not be entitled to exercise any of its rights under clauses 7.4 and 16.5.2 to 16.5.4 nor will the Representative be liable to the University under this Agreement or otherwise for any failure to meet the Minimum Recruitment Target.

- 7.7 For the avoidance of doubt, the University shall have no liability to the Representative (whether for the payment of fees or otherwise) in the event that the University is unable to accept for enrolment any prospective Student as a result of:

- 7.7.1 oversubscription or cancellation or other relevant modification of any Course; or

- 7.7.2 the loss, or the potential loss, by the University of its right to sponsor Students for any or all of the countries within the Territory; or

and any such person shall not count toward the Minimum Recruitment Target.

## 8. **THE UNIVERSITY TRADEMARKS AND UNIVERSITY NAME**

- 8.1 The University grants to the Representative a non-exclusive, worldwide, royalty-free licence for the Term to use the University Trademarks 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.

- 8.2 In consideration of the payment by the Representative in the sum of £1, the receipt and sufficiency of which is hereby acknowledged, the University grants to the Representative a non-exclusive, worldwide, royalty-free licence for the Term to use the name "UNIVERSITY OF WINCHESTER" (the "**University Name**") 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.

- 8.3 To the extent that the Representative is permitted to use the University Trademarks and/or the University Name, the Representative will observe at all times any directions given by the University as to the representation of the University Trademarks or the University Name, and their manner and disposition on documentation and products (whether in hard copy or electronic form).
- 8.4 The rights granted to the Representative by the University are personal and are not transferable in any manner and the Representative will not sub-license or create a third party right over the rights granted to it and any attempt to do so will be ineffective and void.
- 8.5 The University will, at the Representative's request and cost, assist the Representative insofar as may be reasonably necessary (including by executing any necessary documents) in recording the Representative as a licensee of the University Trademarks and of the University Name.
- 8.6 The Representative will, at its cost, do all things necessary (and the University will, at the Representative's request and cost, assist the Representative insofar as may be reasonably necessary) to terminate any registration of the Representative as a licensee of the University Trademarks or of the University Name with effect from the Expiry Date.

## 9. **PERSONAL DATA AND CONFIDENTIALITY**

### **Confidentiality**

- 9.1 Unless otherwise required by the operation of English law and in accordance with the Data Protection Laws, the Representative will keep confidential at all times any and all information and Personal Data received from the University relating to teaching strategy, students and tutors, and their performance and progress.
- 9.2 Each of the Parties agrees to keep strictly confidential, the terms of this Agreement and all Confidential Information relating to the other Party or any group company as defined by section 1159 of the United Kingdom Companies Act 2006 (as may be amended or superseded from time to time or any equivalent legislation applying in a jurisdiction to which a Party is subject) that it has obtained during the course of negotiating this Agreement or that it may obtain during the Term.
- 9.3 Each of the Parties (as the "**Receiving Party**") hereby agrees:
  - 9.3.1 not to use such Confidential Information save as agreed in writing with the other party (the "**Disclosing Party**");
  - 9.3.2 to procure that all persons or entities (including employees) to whom they do disclose the Confidential Information for the purpose only of the performance of the terms of this Agreement keep it strictly confidential; and that any such persons are, in respect of such Confidential Information, bound by confidentiality obligations equivalent to the terms of this **Clause 9**; and
  - 9.3.3 not to copy or reproduce any Confidential Information of the Disclosing Party without the prior written consent of such Party.
- 9.4 The provisions of this **Clause 9** shall cease to apply to:
  - 9.4.1 information that has come into the public domain other than by breach of this **Clause 9** or any other duty of confidence; and
  - 9.4.2 information that is obtained from a third party without breach of this **Clause 9** or any other duty of confidence.



- 9.5 Each Party may disclose such Confidential Information if and to the extent that any part of the Confidential Information is required to be disclosed by a regulatory or government body or court of competent jurisdiction with power to compel the disclosure provided the Receiving Party shall, if and to the extent permitted by applicable law, promptly notify the Disclosing Party of such requirement, and shall use all reasonable endeavours to keep such Confidential Information confidential notwithstanding any such requirement.
- 9.6 Without prejudice to the obligation in **Clause 9.4.2**, each Party may disclose to any group company (as defined under **Clause 9.2**), information in its possession relating to this Agreement including Confidential Information which it is necessary for that group company (as defined above) to know in connection with the performance of this Agreement.
- 9.7 The provisions of this **Clause 9** shall continue to apply notwithstanding termination of this Agreement.

#### **FOIA, EIR and Data Protection**

- 9.8 The Representative acknowledges that the University is subject to the requirements of the FOIA and the EIR, and the Representative agrees that it shall co-operate and provide (at its own expense) all necessary assistance as may reasonably be requested by the University for itself to enable the University to comply with its obligations under the FOIA and the EIR.
- 9.9 The Representative acknowledges that the University may be required under the FOIA and the EIR to disclose information (including Confidential Information and commercially sensitive information) without consulting or obtaining consent from the Representative. The University shall be responsible for determining in its absolute discretion whether any Confidential Information or commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.
- 9.10 Both parties will comply with all applicable requirements of the Data Protection Laws and the Parties agree to enter into a separate Data Sharing Agreement to govern the relationship. Any breach by a Party of the Data Sharing Agreement shall constitute a material breach of this Agreement, and may be dealt with in accordance with the terms of this Agreement.
- 9.11 In relation to data protection matters, to the extent that there is any conflict between any provision of this Agreement and any provision of the Data Sharing Agreement, the documents shall be construed in the following order of precedence:
  - 9.11.1 the Data Sharing Agreement (with any "Particulars" in the Data Sharing Agreement, taking precedence over any "Terms" in the Data Sharing Agreement); shall have precedence over
  - 9.11.2 this Agreement,

otherwise, all other provisions of this Agreement shall continue to apply to data protection matters.

#### **10. ANTI-BRIBERY**

- 10.1 The Representative shall:
  - 10.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the University's Anti-Bribery policy as provided by the University to the Representative from time to time ("**Relevant Requirements**");
  - 10.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity,

practice or conduct had been carried out in the UK;

- 10.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and **Clause 10.1.2**, and will enforce them where appropriate;
  - 10.1.4 promptly report to the University 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;
  - 10.1.5 immediately notify the University (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 direct or indirect owners, officers or employees at the date of this agreement;
  - 10.1.6 within twelve (12) months of the date of this Agreement, and annually thereafter, certify to the University in writing signed by an officer of the Representative, compliance with this **Clause 10** by the Representative and all persons associated with it under **Clause 10.2**. The Representative shall provide such supporting evidence of compliance as the University may reasonably request.
- 10.2 The Representative shall ensure that any person associated with the Representative who is performing services 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 10 ("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 the University for any breach by such persons of any of the Relevant Terms.
- 10.3 Breach of this **Clause 10** by the Representative shall be deemed a material breach of this Agreement.
- 10.4 For the purpose of this **Clause 10**, 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 purpose of this **Clause 10.4**, a person associated with the Representative includes any agent, delegate or subcontractor of the Representative.

## 11. **INTELLECTUAL PROPERTY RIGHTS**

- 11.1 Each Party agrees not to make any claims with respect to the Intellectual Property Rights of the other Party.
- 11.2 Any Intellectual Property in any branding, promotional or Course materials relating to the University or any aspect of any of the Course is owned by the University.
- 11.3 Any Intellectual Property jointly developed, shall be jointly owned by the Representative and the University with a licence granted to each Party to use such Intellectual Property for the purposes of this Agreement during the Term. Any use of jointly developed IP outside this Agreement must be agreed as a separate arrangement between the parties.
- 11.4 The Representative agrees that:
  - 11.4.1 it is permitted to use the University's Intellectual Property, University Trademarks and University Name only for the purposes of and during the Term of this Agreement and only as authorised by the University in this Agreement or otherwise in writing;

- 11.4.2 other than to that extent, it has and shall have no right to use or to allow others to use the University's Intellectual Property, University Trademarks and University Name, or any part of it. The Representative shall not seek to register any Intellectual Property of the University, the University Trademarks or the University Name on behalf of the Representative or any other person without the University's written consent; and
  - 11.4.3 it shall make a statement in any advertising material and promotional literature produced by or for it in connection with the performance of its obligations under this Agreement as to the ownership of any relevant Intellectual Property of the University used or referred to therein.
- 11.5 If any jointly developed Intellectual Property is considered by either Party to have value for purposes other than those of this Agreement and/or following the expiry or termination of this Agreement, the Parties shall seek in good faith to negotiate an agreement regulating the exploitation of such jointly developed Intellectual Property, and except to the extent permitted by **Clause 11.3**, neither Party shall be entitled to exploit such jointly developed Intellectual Property until such an agreement has been concluded.
- 11.6 Neither Party will do, or authorise any third party to do, any act which would or might invalidate or might be inconsistent with any Intellectual Property or Intellectual Property Right of the other Party or which would or might prejudice the distinctiveness or goodwill therein and will not omit, or authorise any third party to omit, to do any act which, by its omission, would have that effect.
- 11.7 Any Course materials or other materials provided to the Representative under the terms of this Agreement are the property of the University and the Representative shall not copy or reproduce them except in order to comply with its obligations under this Agreement and subject to the University's prior written consent. Such materials must not be disclosed to any third party (except Students) without the University's prior written consent.
- 11.8 The Representative shall not register or use any domain name in connection with its performance of its obligations under this Agreement without the University's prior written approval and shall within 20 (twenty) Business Days of termination of this Agreement arrange for the University to become the registrant of all such domain names.
- 11.9 The Representative shall, at the request of the University, take all reasonable steps during the Term of this Agreement that the University may reasonably require to assist the University in maintaining the University's Intellectual Property as valid and effective, or to take or defend any court or other dispute proceeds concerning Intellectual Property matters provided such University Intellectual Property exclusively relates to this Agreement and will be exclusively used by the Representative under the terms of this Agreement.
- 11.10 The Representative will notify the University immediately if it becomes aware of any:
  - 11.10.1 unauthorised use of any of the Intellectual Property in the Territory; or
  - 11.10.2 actual, threatened or suspected infringement in the Territory of any Intellectual Property of the University; or
  - 11.10.3 claim by a third party that the use of the University's Intellectual Property in the Territory infringes any rights of any other person.

For the avoidance of doubt, in this **Clause 11.10**, references to Territory includes the whole of the Territory or any part thereof.

- 11.11 The provisions of **Clause 11** shall survive termination or expiry of this Agreement.

12. **INSURANCE**

- 12.1 The Representative will maintain adequate public liability, third party and occupier's liability insurance with a minimum cover per claim as specified from time to time by the University and any other insurance it may be required by law to hold.
- 12.2 The Representative will, upon request by the University, immediately produce to the University a certified copy of all its insurance policies taken out pursuant to this Agreement and satisfactory evidence that all premiums under such policies are paid to date.

13. **WARRANTIES**

- 13.1 Each Party represents and warrants to the other that:
- 13.1.1 it has full power and authority to carry out the actions contemplated under this Agreement;
  - 13.1.2 save as provided in Clause 2, it does not require any consent, approval, authorisation or clearance from any government, governmental or regulatory bodies, agencies or authorities in the countries specified in Schedule 1 and neither, in its opinion, is any such consent, approval, authorisation or clearance desirable for such purposes;
  - 13.1.3 the premises, accommodation and equipment utilised in relation to this Agreement satisfy and will continue to satisfy all local legal requirements, including those relating to health and safety and equal opportunities.
  - 13.1.4 except as set out in this Agreement, it is not at the Effective Date a party to any agreement, arrangement or understanding with any third party that in any manner prevents or hides it from the performance of any material obligation under the terms of this Agreement.

14. **INDEMNITIES**

- 14.1 The provisions of this **Clause 14** are subject and without prejudice to the provisions of **Clause 15**.
- 14.2 The Representative will indemnify, keep indemnified and hold harmless the University from and against all costs (including any excess fees relating to insurance claims), expenses, liabilities (including any tax liability), injuries, direct loss, damages, claims, demands, proceedings, or legal costs (on a full indemnity basis) and judgments which the University incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Representative of the terms of the Agreement.
- 14.3 Each Party (each, an "**Indemnifying Party**") agrees to indemnify and keep indemnified the other Party and in each case their representative subsidiaries and affiliates and their respective officers, directors, employees and agents (each, a "**Claiming Party**") from and against any liability (including costs, claims, demands, liabilities, expenses, damages or losses (including reasonable legal and other professional costs and expenses)) that the Claiming Party may have to a third party if and to the extent that such liability arises out of or in connection with the Indemnifying Party's negligence or breach of this Agreement or of applicable law.
- 14.4 If any third party makes a claim against, or notifies an intention to make a claim against a Claiming Party which may reasonably be considered as likely to give rise to a liability under this indemnity (a "**Relevant Claim**"), the Claiming Party will:
- 14.4.1 as soon as reasonably practicable give written notice of that matter to the Indemnifying Party, specifying in reasonable detail the nature of the relevant claim;

- 14.4.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably conditioned, withheld or delayed);
- 14.4.3 give the Indemnifying Party and its professional advisers reasonable access to the premises and personnel of the Claiming Party and to any relevant assets, accounts, documents and records within the power or control of the Claiming Party so as to enable the Indemnifying Party and its professional advisers to examine such premises, assets, accounts, documents and records, and to take copies at their own expense for the purpose of assessing the merits of the relevant claim; and
- 14.4.4 subject to the Indemnifying Party indemnifying the Claiming Party to the Claiming Party's reasonable satisfaction against any liability, costs, damages or expenses which may be incurred, take such action as the Indemnifying Party may reasonably request to avoid, dispute, resist, compromise or defend the relevant claim.
- 14.5 If a payment due from the Indemnifying Party under this **Clause 14** is subject to tax (whether by way of direct assessment or withholding at its source), the Claiming Party will be entitled to receive from the Indemnifying Party such amounts as will ensure that the net receipt, after tax, to the Claiming Party in respect of the payment is the same as it would have been were the payment not subject to tax.
- 14.6 Notwithstanding the foregoing, in the event that either Party is entitled to bring a claim under any policy of insurance in respect of the circumstances giving rise to any claim, such Party will be required to bring such a claim and pursue such claim with reasonable diligence. Where the proceeds received by the relevant Party in respect of such insurance claim (the "**Insurance Proceeds**") exceed the amount which a Claiming Party would otherwise be entitled to recover in respect of a claim pursuant to this **Clause 14.6**, the Indemnifying Party's total liability in respect of such claim will be limited to an amount equal to the Insurance Proceeds.
- 14.7 Without prejudice to any other provision of this Agreement or any other rights which each of the Parties may have, the Parties shall indemnify and keep each other indemnified in full from and against all direct, indirect or consequential liability, loss, damage, costs and expenses (including legal expenses) awarded against or incurred or paid by one Party as a direct or indirect result of or in connection with any act or omission of the other Party or their employees, agents or subcontractors in connection with the performance of their obligations under this Agreement or any claim by any Students against the Party in respect of an exchange subject to this Agreement.
15. **LIMITATION OF LIABILITY**
- 15.1 Subject to **Clauses 15.3** and **15.4**, the University's liability to the Representative under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) [REDACTED]
- 15.2 Subject to **Clauses 15.3** and **Clause** Error! Reference source not found., the Representative's liability to the University under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) [REDACTED]
- 15.3 Subject to **Clause 15.4**, neither Party shall be liable to the other Party for the other Party's consequential, indirect or special losses.
- 15.4 Notwithstanding any other provision of this Agreement, the liability of the Parties shall not be limited in any way in respect of the following:

- 15.4.1 death or personal injury caused by negligence;
- 15.4.2 fraud or fraudulent misrepresentation; or
- 15.4.3 any other losses which cannot be excluded or limited by applicable law.

16. **TERMINATION AND RENEWAL**

- 16.1 This Agreement shall be effective from the Effective Date and shall continue, unless prior terminated in accordance with its terms, until the end of the Initial Term, when it terminates automatically without notice unless, no later than three (3) months before the end of the Initial Term, the Parties agree in writing that the term of the Agreement be extended for the Extended Term. Unless prior terminated in accordance with its terms, the Agreement terminates automatically without notice at the end of the Extended Term.
- 16.2 Where the Parties wish to further extend this Agreement beyond the Extended Term, they may do so by no later than three (3) months before the end of the Extended Term, the Parties agree in writing that a further extension to the Extended Term of the Agreement be extended for twelve (12) months, upon which, unless prior terminated in accordance with its terms, the Agreement terminates automatically without notice at the end of the twelve (12) months.
- 16.3 For the avoidance of doubt, the Representative can claim commission for Students accepted for enrolment by the University, before the Expiry Date, so long as the Students enrol on a course within twelve (12) months of the Expiry Date.
- 16.4 Provided that at least [12 (twelve) months] have expired from the Effective Date both Parties may terminate this Agreement by giving the other Parties no less than six (6) months' written notice (the "**Notice Period**").
- 16.5 Both Parties shall have the right at any time by giving written notice to each other to terminate this Agreement forthwith if:
  - 16.5.1 the other Party fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than twenty eight (28) days after being Notified in writing to make such payment; or
  - 16.5.2 the other Party commits a material breach of any provision of this Agreement which is not capable of remedy; or
  - 16.5.3 the other Party commits a material breach of any provision of this Agreement and, if such breach is capable of remedy, fails to remedy that breach within twenty-eight (28) days of a being Notified in writing to do so; or
  - 16.5.4 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to justify the opinion that its conduct is inconsistent with the intention or ability to give effect to the terms of this Agreement; or
  - 16.5.5 there is at any time any material change in the operations, management or structure of a Party which in the reasonable opinion of the other Party means that the Party subject to such change is substantially impaired in the performance of its obligations hereunder; or
  - 16.5.6 a Party has appointed a liquidator, provisional liquidator, administrator or similar officer or a like appointment is made in relation to the assets of that Party; or
  - 16.5.7 where an application is made to a competent court for an order or an order is made or a meeting is convened or a resolution is passed for the

- purpose of appointing a person referred to in **Clause 16.5.6** or for the winding up of the other Party or for implementing a scheme or arrangement or for placing the other Party under administration; or
- 16.5.8 a Party fails to duly and punctually comply with any proper laws binding on it for the purposes of the rights and obligations specified in this Agreement; or
  - 16.5.9 a Party ceases or threatens to cease to carry on the operations customarily carried on by it; or
  - 16.5.10 any other event or series of events occurs which renders it entirely impracticable or impossible to observe and fulfil the terms of this Agreement.
- 16.6 Each Party shall have the right at any time by giving written notice to the other Party to terminate this Agreement forthwith if:
- 16.6.1 the University loses its UKVI student sponsorship licence; or
  - 16.6.2 is unlawful for a Party to perform any of its obligations under this Agreement.
- 16.7 Termination of this Agreement for any reason shall not extinguish, prejudice or affect any antecedent rights that may have accrued to a Party prior to the date of termination.
- 16.8 The Representative will use its best endeavours to ensure that, in each Academic Year, the UKVI Basic Compliance Assessment (BCA) rates for Students recruited by the Representative are at least three percent (3%) better than the published rates ("**margins**"). If these margins are not maintained (or either Party reasonably believes that it will not be maintained), either Party may request a meeting to discuss this and to allow the Representative to set out proposals to restore or maintain compliance with those margins.
- 16.9 If, in any Academic Year, any of the BCA rates for Students recruited by the Representative do not achieve the margin the Representative must demonstrate measures that are agreed by the University as an effective means to restore the agreed margin.
- 16.10 For the avoidance of doubt it is recognised that there is a shared element to achieving these targets, in that the ability of the Representative to recruit and enrol Students and specifically the extent to which Students are retained on Courses will depend on the goodwill and effective actions of the University in supporting recruitment and enrolment and delivering effective and engaging teaching and Student support.
- 16.11 For the purposes of Clauses 16.8 and 16.9, a BCA rate will be deemed to be within a range of three percent (3%) of the published rate if:
- 16.11.1 the actual visa refusal rate is greater than the BCA rate minus three percent (3%) (and as an example, at the date of this Agreement, the BCA rate is ten percent (10%) so the University will be entitled to require initiation of an amelioration process under this Agreement if the actual rate is greater than seven percent (7%));
  - 16.11.2 the actual enrolment rate is less than the BCA rate plus three (3%) (and as an example, at the date of this Agreement, the BCA rate is 90% (ninety percent) so that the University will be entitled to require initiation of an amelioration process under this Agreement if the actual rate is less than 93% (ninety-three percent)); or
- 16.12 Where the Representative company (company number 14062230) is separated or sold so that it no longer forms part of the existing group of companies (either as

the separation or sale of the individual company or through the separation or sale of the company as a subsidiary company of a parent company or parent companies), the University shall have a right to terminate the Agreement.

17. **CONSEQUENCES OF TERMINATION**

17.1 The termination or expiry of this Agreement is without prejudice to the rights, duties and liabilities of either Party accrued prior to termination or expiry, including the right to claim damages for any breach of the Agreement which existed at or before the date of termination or expiry.

17.2 The provisions in this Agreement which expressly or impliedly have effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry of this Agreement.

17.3 On termination or expiry of this Agreement howsoever arising:

17.3.1 outstanding monies due from the Representative to the University shall become immediately payable by the Representative;

17.3.2 each Party shall honour any outstanding services due to the other at the date of termination or expiry;

17.3.3 the Representative shall cease to promote, market or advertise the Courses;

17.3.4 the Representative shall within 30 (days) return to the University all materials belonging to the University, except those materials which the Representative requires to perform any continuing obligations to the University (which the Representative shall promptly return to the University once they are no longer required), or otherwise dispose or irretrievably delete (in the case of digital material) the same as the University may instruct;

17.3.5 the Representative shall immediately provide the University with all relevant information, reports, materials and details that the University may reasonably require to perform itself (or through a third party) the obligations and responsibilities that were to be performed by the Representative under this Agreement, including all information, reports, materials and details required to continue administering Courses and collecting Tuition Fees from Students or prospective Students; and

17.3.6 all licences granted hereunder shall terminate.

18. **NOTICES**

18.1 Every notice given or required to be given under this Agreement (a "**Notice**") will be in writing in English and sent for the attention of the person, and to the address specified in **Clause 18.2** (or such other address or person as the Party may notify to the other, in accordance with the provisions of **Clause 18.3**) and will be:

18.1.1 delivered personally; or

18.1.2 sent by email; or

18.1.3 sent by pre-paid registered first class post or other next working day delivery service providing proof of postage or delivery.

18.2 The addresses for service of Notices are:

18.2.1 If to the University, addressed to:



**Address:** For the Attention of Vice Chancellor's Office,  
University of Winchester, Sparkford Road, Winchester,  
Hampshire, SO22 4NR

**Email address:** [VCsOffice@winchester.ac.uk](mailto:VCsOffice@winchester.ac.uk)

18.2.2 If to the Representative, addressed to:

**Address:** Oxford International Worldwide Educational  
Services Limited, New Kings Court Tollgate, Chandler's  
Ford, Eastleigh, Hampshire, SO53 3LG, United Kingdom  
for the attention of Group Compliance and Operations  
Director

**Email address:** [LilBremermann-  
Richard@oxfordinternational.com](mailto:LilBremermann-Richard@oxfordinternational.com)

18.3 A Party may change its details in **Clause 18.2** by giving Notice, the change taking effect for the Party notified of the change at 9am on the later of:

18.3.1 the date, if any, specified in the Notice as the effective date for the change;  
or

18.3.2 the date five (5) Business Days after deemed receipt of the Notice.

18.4 A Notice is deemed to have been received:

18.4.1 if delivered personally, at the time of delivery;

18.4.2 if delivered by email, at the time of delivery recorded on the recipient's  
email server;

18.4.3 in the case of mail within the UK, at 9 am on the second Business Day  
after the date of posting; and

18.4.4 in the case of pre-paid airmail seven (7) days from the date of posting,

provided that if deemed receipt under this **Clause 18.4** is not within business hours  
(meaning 9 a.m. to 5.30 p.m. Monday to Friday on a Business Day), that Notice will be  
deemed to be received at 9 a.m. on the next Business Day.

18.5 In proving service of a Notice it will be sufficient to prove that delivery was made  
or that the envelope containing the Notice was properly addressed and sent or  
posted (by mail within the UK).

## 19. **ASSIGNMENT**

19.1 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.

19.2 This Agreement is binding on and will apply for the benefit of the Parties' personal  
representatives, successors in title and permitted assignees.

## 20. **THIRD PARTY RIGHTS**

20.1 This Agreement does not create any right enforceable by any person who is not a  
party, whether pursuant to the United Kingdom 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.

- 20.2 Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or this Agreement may be rescinded, (in each case) without the consent of any such third party.

21. **ENTIRE AGREEMENT**

- 21.1 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. Each Party acknowledges and agrees that in entering into this Agreement, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty, collateral contract or other assurance (whether negligently or innocently made) of any person other than those expressly set out in this Agreement. To the extent any previous representation, warranty, collateral contract or assurance was made to a Party, that Party waives all rights and remedies in respect of it and agrees that the only remedy available to it for breach of the Warranties will be for breach of contract under the terms of this Agreement.

- 21.2 All conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

- 21.3 Nothing in this Agreement will operate to limit or exclude a Party's liability for fraud or misrepresentation.

22. **FURTHER ASSISTANCE**

- 22.1 The Parties acknowledge that it is not possible in an Agreement of this nature to make express provision for every potential issue that may arise during the Term. However, during the Term, each Party will, at all times, act in good faith and will execute such further documents and perform and do such further acts and things as the other Party may reasonably request in writing in order to carry the provisions of this Agreement into full effect and to implement the terms of this Agreement in accordance with its spirit and intent.

23. **FORCE MAJEURE**

- 23.1 Neither Party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is due to Force Majeure.

- 23.2 If either Party is affected by Force Majeure it shall promptly notify the other Party of the nature and extent of the circumstances in question.

- 23.3 If the Force Majeure in question continues for more than three months, the Party not subject to the Force Majeure may give notice in writing to the other to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than 15 (fifteen) days after the date on which the notice is given, and once such notice has been validly given, this Agreement will terminate on that termination date.

- 23.4 For the purposes of this **Clause 23 "Force Majeure"** means any cause preventing a Party from performing any or all of its obligations:

- 23.4.1 which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented; and

- 23.4.2 the effect of such acts, events, omissions or accidents could not have been avoided or mitigated by the Party so prevented by taking reasonable measures,

including without limitation: pandemic/epidemic; acts of terrorism; strikes, lockouts or other industrial disputes (whether involving the workforce of the Party so prevented or any other person); act of God; war; riot or civil commotion; malicious damage; breakdown of plant or machinery; fire, flood, or storm.

24. **GENERAL**

- 24.1 **Costs.** Except as expressly provided in this Agreement, each Party will pay its own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Agreement and the documents referred to in this Agreement.

- 24.2 **No Partnership.** 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 either Party to act as agent for the other, and neither Party will have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 24.3 **No Subcontracting.** This Agreement is personal to the Representative and it may not assign, sub-contract, charge or (except as otherwise provided by this Agreement) license any of its rights hereunder or otherwise delegate any of its obligations hereunder in whole or in part, except with the prior written consent of the University.

- 24.4 **No Agency.** Each of the University 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. The exception is that the Representative is acting as a disclosed agent for the University for VAT purposes solely in regard to collecting any sums from Students.

- 24.5 **Rights.** The Parties acknowledge that the rights, responsibilities and obligations of the Parties are limited to the express provisions contained in this Agreement and that this Agreement will not imply any additional rights, responsibilities or obligations on any Party.

- 24.6 **Variation.** 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.

- 24.7 **No Waiver.** The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law will not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not:

- 24.7.1 constitute a waiver of any other or subsequent breach or default and will not affect the other terms of this Agreement; or

- 24.7.2 prevent a Party from subsequently requiring compliance with the waived obligation.

- 24.8 **Cumulative Rights.** The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

- 24.9 **Remedies.** The express rights and remedies provided in this Agreement do not exclude any other rights or remedies provided by law, except to the extent that the rights and remedies of a Party are expressly excluded or restricted by the terms

of this Agreement.

- 24.10 **Counterparts.** This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each Party may enter into this Agreement by executing a counterpart.
- 24.11 **Severance.** 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.
- 24.12 **Transfer of Information.** Any information which is required, pursuant to this Agreement, to be provided to the other Party hereto, will, to the extent reasonably possible and lawful, be provided in a suitable electronic form (unless otherwise reasonably requested by the other Party).

### **Equality, Non-Discrimination and Human Rights**

- 24.13 Each Party shall not, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall not, discriminate directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.
- 24.14 Each Party shall, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the EA and the equality duty imposed by that Act.
- 24.15 Each Party shall, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the Human Rights Act 1998.

### **CMA**

- 24.16 At all times during the Term:
- 24.16.1 the Parties shall in their dealings with the Students make every effort to comply with the Consumer Laws, taking particular account of the CMA Guidance;
  - 24.16.2 neither Party shall engage in any activity, practice or conduct which would constitute an offence under the Consumer Laws (whether such act was committed in the UK or not);
  - 24.16.3 each Party shall on request provide the other Party with all assistance and information as the other Party may reasonably request to enable it to comply with its obligations under the Consumer Laws or to satisfy the CMA or other regulatory body that it has done so; and
  - 24.16.4 each Party shall use reasonable endeavours to ensure that all its employees, contractors and agents who are performing services in connection with this Agreement shall comply with its obligations in **Clauses 24.16.1 to 24.16.2.**
- 24.17 If any breach by the Parties (or by anyone employed by it or acting on its behalf) of **Clause 24.16** is suspected or known the Party in breach must:
- 24.17.1 notify the Party not in breach immediately; and
  - 24.17.2 respond promptly to the Party not in breach's enquiries; and
  - 24.17.3 co-operate with any investigation reasonably required by the Party not in breach; and
  - 24.17.4 take any remedial action reasonably required by the Party not in breach.

- 24.18 Any breach of **Clauses 24.16 to 24.17** by a Party or by anyone employed by it or acting on its behalf shall entitle the other Party (not in breach) to terminate this Agreement forthwith.

#### **Anti-Slavery And Human Trafficking**

- 24.19 The Parties shall:
- 24.19.1 ensure that Slavery And Human Trafficking is not taking place in any part of its business or in any part of its supply chain;
  - 24.19.2 implement appropriate due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
  - 24.19.3 ensure that it and each of its suppliers and subcontractors shall comply with the University's Anti-slavery policy;
  - 24.19.4 notify the other Party as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.
  - 24.19.5 if any breach by a Party (or by anyone employed by it or acting on its behalf) of any part of this **Clause 24.19** is suspected or known, that Party must notify the other Party immediately and must respond promptly to the other Party's enquiries and co-operate with any investigation.
  - 24.19.6 in complying with this **Clause 24.19**, the Parties shall take appropriate account of any guidance or codes of practice issued by the relevant government department concerning the Modern Slavery Act 2015.
- 24.20 The Representative shall respond promptly to all Slavery And Human Trafficking due diligence questionnaires issued to it by the University from time to time and ensure that its responses to all such questionnaires are complete and accurate.

#### **Counter Terrorism and Security Act 2015**

- 24.21 The Representative acknowledges that the University is subject to certain duties under sections 26 and 38 of the Counter Terrorism and Security Act 2015.
- 24.22 The Representative shall act in a manner that is consistent with the University's policies on counter terrorism, freedom of speech and academic freedom from time to time.
- 24.23 The Representative will, upon request, provide the University with copies of its policies and procedures, particularly those relating to counter terrorism, freedom of speech and academic freedom and will act upon any guidance given or request made by the University arising out of the duties in **Clauses 24.21 to 24.23** on amendments to any policy.
- 24.24 If the Representative fails to act upon any guidance given or request made by the University in connection with the policies referred to in **Clause 24.23** within three (3) months of the date of such guidance or request the University may terminate this Agreement by notice in writing with immediate effect.
- 24.25 The Representative shall on request provide the University with all assistance and information as the University may reasonably request to enable it to comply with its obligations under the Counter Terrorism and Security Act 2015.

#### **25. DISPUTES**

- 25.1 If any dispute arises between the Parties, the University or the Representative may (and must before referring any dispute to an expert or to arbitration or issuing proceedings) serve a dispute notice on the other setting out in reasonable detail the nature of the dispute (the "**Dispute Notice**"). Each of the Parties undertakes to use its reasonable endeavours to resolve any such dispute as quickly as possible taking into account the objectives set out in this Agreement.
- 25.2 The Parties recognise that the resolution in an efficient and timely manner of any disputes arising between them in respect of this Agreement may be important for the beneficial provision of services provided under this Agreement.
- 25.3 If either Party becomes aware of circumstances which are likely to give rise to a dispute it should notify the other Party. The notification may be formal or informal and shall clearly identify the matters in dispute with any supporting documentation.
- 25.4 Each Party will then use all reasonable endeavours to resolve the dispute as soon as it is reasonably practicable.
- 25.5 If the Parties are unable to resolve the dispute within 30 (thirty) calendar days of the service of a Dispute Notice, then any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this **Clause 25.5**. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be the substantive law of England.
26. **LAW**
- 26.1 This Agreement will be governed by the laws of England.

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**EXECUTED** by the Parties or by their duly authorised representatives on the date specified at the beginning of this Agreement.

**SIGNED by**



duly authorised to sign for and on behalf of  
**UNIVERSITY OF WINCHESTER**

**Professor Sarah Greer**  
Vice-Chancellor

17<sup>th</sup> June 2025

**SIGNED by**



a Director duly authorised to sign for and on behalf of

) Lil Bremermann-Richard  
Group Chief Executive Officer  
18<sup>th</sup> June 2025

**OXFORD INTERNATIONAL WORLDWIDE**  
**EDUCATIONAL SERVICES LIMITED**

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