

Alpine French School provides language-related programmes to international students and wishes to retain the services of ..... (The Representative) to recruit students. The purpose of this agreement is solely limited to the recruitment of students. Rules and regulations applying to the actual student's booking, course and stay (such as student health & safety, general course terms and conditions, code of conducts...), are outlined in our Agent Manual and Student Handbook.

Alpine French School and the Representative agree as follows:

## 1. Appointment

Alpine French School authorizes the Representative to recruit students by all lawful and proper means, subject to the terms and conditions of this Agreement. The parties recognize and agree that this appointment shall be non-exclusive.

## 2. Duties of the Representative

- Promote one or more of the range of courses offered by **Alpine French School** with the appropriate and relevant accommodation and other services.
- Ensure to the best of his/her knowledge that the information provided to potential or actual clients is correct and reflects faithfully the information provided by **Alpine French School**.
- Advise students that acceptance of his/her application shall be at the discretion of **Alpine French School**, which reserves the right to accept or refuse any prospective student. The Representative shall have no authority to contractually bind **Alpine French School** to any student, organization or entity. The Representative shall not indicate to any prospective students that the Representative has the authority to, in any way, legally bind **Alpine French School**.
- Invoice and collect fees from the clients they recruit and arrange the relevant payment based upon the yearly published rates charged by **Alpine French School**. Bank charges should be covered by the Agent so **Alpine French School** receives the exact net fee agreed as per invoice. Payments should be received no later than 2 weeks prior to the start of the student's course. Proof of payments must be sent by email to help **Alpine French School** allocate payments and confirm students' places.
- Where programme fees are net, the Representative may add on a fee for the Representative's costs incurred in processing all applications, paperwork and travel arrangements for prospective student. The Representative agrees that any such fee shall be reasonable and in keeping with the standards of his/her market.
- Where programme fees include commission, the Representative may deduct any and all commission payments to which the representative is entitled from payments collected.

## 3. Duties of Alpine French School

- Provide the courses, accommodation and other services booked and paid for by the Agent on behalf of **Alpine French School**. In case of unforeseen changes, **Alpine French School** agrees to inform the Representative as soon as possible and do its utmost to provide a suitable solution.
- Confirm bookings and send invoices within a reasonable time after the receipt of the request from Representative. All enquiries and bookings will be dealt with within 24 working hours except for weekends when the school reception is closed.
- Provide the Representative with all information about the courses and services as well as a reasonable supply of promotional materials at no cost to the Representative. The Representative recognizes that the promotional materials are costly, and promises to distribute such materials with proper discretion.
- Review and consider each application submitted by a prospective student for enrollment but also reserve the right to refuse any application submitted by the Representative.
- Agree net rates with the Representative on an annual basis (and group quotations when requested)

#### 4. Compensation

- The Representative shall be entitled to mark-up net fees as compensation for recruitment services.
- In the case of commissionable fees presented, the Representative shall be entitled to receive a compensation for recruitment services, set by **Alpine French School** as set out in the Fee Schedule for the appropriate program.
- Where **Alpine French School** sets standard fees for all representatives in a certain country, the Representative agrees to respect the fees and not discount them unless the discounts are part of a market-wide, **Alpine French School**-led promotion.

#### 5. Termination

Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. In the event of any such withdrawal, **Alpine French School** agrees to tender any and all amounts owing to the Representative within a period of thirty (30) days after termination.

#### 6. Representative's Expenses

Unless otherwise specifically set forth in this Agreement, the representative shall be solely responsible for expenses that may be incurred by Representative and shall not be reimbursed by **Alpine French School** for any of such expenses whatsoever.

#### 7. Representative's Agents

The Representative may appoint or otherwise designate one or more agents in connection with the Representative's performance of the agreement. The Representative agrees that the Representative's agents shall be subject to all terms and conditions of the Agreement. The Representative shall be solely responsible for the acts and conduct of The Representative's agents.

#### 8. Limitation of Liability

Except as otherwise outlined in this agreement, neither Party shall be liable for any liability, claims, losses, costs, expenses, injuries, or damages of any nature, which the other may be subject to or incur as a result of any activities in connection with this Agreement. Nothing in this agreement is intended to relieve either Party from liability for its own conduct. Both parties agree to make every reasonable effort to resolve amicably any dispute from a student complaint or other issues that may arise.

#### 9. Commission

A commission of .....% will be paid on **Alpine French School's** published prices for adult tuition, .....% on adult packages and .....% on junior packages.

This independent contractor agreement is entered into this ..... day of ....., 20..... between Alpine French School and the Representative, and is based upon the above terms and conditions.

#### ALPINE FRENCH SCHOOL

Representative: .....

Signature: .....

Title: .....

#### AGENCY

Name of agency: .....

Name of Representative: ..... Title: .....

Representative: .....

Last name (print)

First name (print)

Signature:.....