

Liaison College Brampton

AGENT AGREEMENT

Liaison College Brampton

AGENCY AGREEMENT BETWEEN

Liaison College Brampton

(PCC ID 101205 : DLI-O19800254657:)

AND

Sia Immigration Solution Inc.

Preferred Terms of Dealing

Current from

LEGISLATIVE REQUIREMENTS

Liaison College Brampton international student recruitment strategy relies in part on overseas educational representatives to promote our courses and to provide us with market intelligence and advice.

The honesty and integrity of our overseas representatives and the willingness to provide a comprehensive personal service to students is of utmost importance. Canadian law requires providers of education and training courses to overseas students to be registered and set out other requirements with which Liaison College Brampton and its Agents have to comply.

PREAMBLE

Liaison College Brampton is accredited as Private Career College and is Designated Learning Institute offering qualifications and training courses for overseas and local students. Liaison College Brampton hereby agrees to appoint **Sia Immigration Solution Inc.**, (hereafter referred to as 'the Representative'), subject to the terms and conditions herein contained and at specified commissions as described in **Schedule 1**.

1.0 PROGRAMS

This agreement will allow the Representative to promote and recruit international students (hereafter referred to as 'student') for the Liaison College programs.

2.0 SERVICES REQUIRED:

The following services are required by the representative for the effective marketing of study and admissions of international students at Liaison College Brampton or any of Liaison College Brampton's partner institutions (See Schedule 1)

2.1 Counselling and consultation to students

Counselling information and advice

Admission requirements for courses

Counselling on visa requirements and conditions

Study & living costs

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2.2 Application facilitation for students

Handling of application

Specific assessment of qualification

Assistance with visa application

2.3 Follow up services for students

Information on Liaison College Brampton activities and student performance

Assisting in solving problems arising from any aspect of student's attendance at Liaison College Brampton.

2.4 Drawing up and carrying out of basic promotional plan for recruitment activities

Independent design and submission of advertisements to Liaison College Brampton

Schedule and budget for advertising

Placement of advertisements and press releases

Planning, booking and advertising for special functions/staff visits

Public relations seminars

Attendance at displays

Provide support resources e.g. Video, Television etc as required for seminars, etc

2.5 Administrative facilitation for recruitment of students

Assess qualifications

Check application

Forward documents

Conduct tests if required and forward test papers to Liaison College Brampton for assessment

Inform student if application is approved

Process and assist with visa application

Forward bank draft for tuition and application fees to Liaison College Brampton.

Forward receipts to student for total amount paid and send duplicate copy to Liaison College Brampton

Inform student on visa progress

Organise student's departure – briefing.

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2.6 Enrolment processes and conditions

All the above services will be conducted according to the Enrolment Process and Conditions as outlined in Schedules 2 & 3 attached.

3. REPRESENTATIVE AUTHORITY

- 3.1 Liaison College Brampton will supply to the Representative such as brochures, advertising material and manuals as it considers sufficient to promote the courses and the Representative can use the Liaison College Brampton name on its premises, letterheads or any other place which is relevant to the promotion of the Liaison College Brampton. In all cases the Representative must send Liaison College Brampton a draft for prior approval of the promotion where Liaison College Brampton name and logo is in use.
- 3.2 The Representative can appoint sub-agents but only on such terms as Liaison College Brampton approves and the Representative shall at all times be responsible for the acts, deeds or omissions of all persons, firms or companies so appointed.
- 3.3 The Representative will supply to the sub-agent such material (brochures poster, application forms etc) as are needed for the sub-agent to be able to attract and recruit students.
- 3.4 All students recruited by a sub-agent must be channelled through the Representative for application approval and fees and Visa processing. The Representative is responsible for paying representation fee to the sub-agent on whatever terms they negotiate.
- 3.5 A Representative has the authority to advertise to the extent necessary to attract students. The cost of advertising is the Representative's responsibility and Liaison College Brampton allows for this within the representation fee rate.
- 3.6 If it is practice for educational agencies to charge administrative fees in addition to those charged by Liaison College Brampton and the Representative feels this is necessary then it can be done. However, the Company would expect its representation fee to be sufficient to cover such costs and such extra charges that are made to students should be as small as possible and only cover legitimate activities and not provide extra profit to the Representative.

4. REPRESENTATIVE'S RESPONSIBILITIES

In representing Liaison College Brampton the *Representative* **must**:

- 4.1 Operate solely or predominantly as an education agency from offices which are well appointed, identified and located.
- 4.2 Operate at all times in an ethical manner and in compliance with the applicable laws of Ontario.
- 4.3 Regularly monitor the Canadian Immigration and Citizenship website and from time to time or as directed by Liaison College Brampton, attend local briefings or agents association meetings concerning the recruitment of overseas student for study in Canada.

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4.4 Market Liaison College Brampton education and training services honestly. Courses may only be advertised with the identification of Liaison College Brampton or its appropriate partners DLI number and PCC Id.

4.5 Provide accurate information to students including provision of appropriate pre departure information to students and their family.

4.6 Advise prospective students that:

- all students who come to Canada on a student visa must have primary purpose of studying and must undertake full time study
- They are to notify Liaison College Brampton in writing of any change to their contact details such as their residential address and telephone number after they commence their course

4.7 Performance Management

- The Representative must assist Liaison College Brampton to monitor measure and evaluate the delivery of the agreed services. Monitoring will normally occur annually and may include but not limited to:
 - Number recruited
 - Satisfaction as measured in an annual survey of students recruited
 - Inspection by Liaison College Brampton staff when making marketing visits
 - Information provided by Liaison College Brampton staff working directly with Representative.

*The Representative **must not**:*

4.8 Make false or misleading comparisons with any other provider or their courses

4.9 Make any inaccurate claims of association with any other provider or organisation

4.10 Give inaccurate/dishonest advice as to acceptance into another course

4.11 Hold out the promise of permanent residence in Canada following study, or suggest fraudulent means of achieving residence such as sham marriages

4.12 Suggest to students that they can come to Canada on a student visa with a primary purpose other than full-time study.

4.13 Help applicants who intend to come to Canada on a student visa intending to breach the conditions of their visa.

4.14 Engage in false or misleading advertising or recruitment practices

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5. Liaison College Brampton Responsibilities

Liaison College Brampton undertakes to:

- 5.1 Provide the Representative with up to date literature from Liaison College Brampton, including: promotional brochures, refund policies, conditions of enrolment, Liaison College Brampton disciplinary and grievance procedures, tuition and other fees etc.
- 5.2 Ensure the Representative is aware of all information which should be provided to a prospective student during pre-enrolment and post-enrolment counselling.
- 5.3 Advise the Representative of all Liaison College Brampton policies and rules, and any amendments to Liaison College Brampton policies and rules.
- 5.4 Ensure the Representative of any professional or marketing organisations of which Liaison College Brampton is a member and provide copies of policies, rules and any other relevant literature of such bodies or associations.
- 5.6 Select Representatives who are aware that Liaison College Brampton expects prospective students to be counselled to the maximum benefit of the student and that the student not be misled or deceived in any way whatsoever.
- 5.7 Ensure that the Representative is aware of Canadian expectations of ethical business practices.
- 5.8 Ensure that the Representative is aware of Liaison College Brampton does not encourage and is not prepared to be party to, any unethical practices (e.g. 'poaching' from or discrediting other colleges)
- 5.9 Not behave in any manner which will create a difficult situation for its Representative or in any manner which may bring disrepute to its representative
- 5.10 Honour any agreement entered into with a Representative, such as sole representative agreements, agreements of payment in money or kind, etc
- 5.11 Ensure that it is made clear to a Representative that the Representative is not the sole representative of Liaison College Brampton any particular market unless, in fact, that representative is the sole such representative.
- 5.12 Advise the Representative of changes to the enrolment status of any students referred by that representative, e.g. transfer to another course, expulsion from the college etc.
- 5.13 Advise the Representative of disciplinary action, including expulsion from Liaison College Brampton, take against any student referred by that representative
- 5.14 Where appropriate, will arrange for Representative to visit Liaison College Brampton facilities.

6. TERM OF AGREEMENT

The term of this agreement shall be as described in Schedule 1.

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7. FEE FOR SERVICE

For each full-time student recruited by the Representative, Liaison College Brampton will pay fees as set out in Schedule 1.

8. FEE PAYMENT POLICY

In all cases full payment of student fees must be forwarded to Liaison College Brampton; payment for commissions will be made to the Representative after the student has commenced study for 4 weeks and on receipt of invoice by Liaison College Brampton. Variations to the stated fee payment policy must be approved in writing by Liaison College Brampton.

8.1 Fee Refund Policy

In the event that it is necessary to refund a student's tuition fees, the representative will be expected to refund any pro rate representative fees received for that student. In all cases Liaison College Brampton will correspond with the representative regarding the circumstances surrounding the refund. The Refund Policy is set out in Schedule 4.

8.2 Commission Payment:

The commission will be paid on the basis of actual fees received by Liaison College Brampton for enrolment.

8.2.1 For payment the Representative must forward an invoice giving full details (including the invoice number, name of the student, country of origin, course name, amount claimed etc) to:

The Accounts Officer,

Liaison College Brampton

9. TERMINATION RIGHTS

9.1 Either party may terminate this Agreement by giving one (1) month's notice in writing to the other party. The Agreement can also be cease when all outstanding student applications or payments owned by either party are settled and provided with one month written notice to the other party.

9.2 Liaison College Brampton may terminate this Agreement, in whole or part by giving of immediate written notice for any of these reasons:

- a) The Representative's performance is at an unsatisfactory standard and no remedies have been taken within 14 days of receipt of notice to change the matter.
- b) The Representative breaches an obligation under this Agreement and fails to remedy such a breach within 14 days of receipt of notice of default;
- c) The Representative goes into liquidation
- d) A liquidator, receiver, or official manager is appointed to administer the Representative

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- e) The Representative goes bankrupt
- f) The Representative enters into a scheme of arrangement with creditors; or
- g) The Representative is insolvent or enter into or is subject to, anything which has a similar purpose or effect to (c) and (f)

10. LIMITATION ON AUTHORITY

The Representative acknowledges and agrees that it is not authorised to enter into legal binding contracts or arrangements on behalf of Liaison College Brampton other than with the prior written authorisation of Liaison College Brampton and in particular the Representative must not incur any costs, expenses or liabilities on behalf of Liaison College Brampton in the absence of prior written approval from Liaison College Brampton.

11. INDEMNITY

The Representative indemnifies Liaison College Brampton from and against:

11.1 Any costs, loss, expenses or liability of any kind howsoever suffered or incurred by Liaison College Brampton in respect of any loss of life, personal injury, or disability, loss of or damage to property or any loss whatsoever arising out of:

- Any negligence or wrongful act or omission by the Representative or any person employed by the Representative in connection with or incidental to the Agreement; or
- Any breach of this Agreement by the Representative; or

11.2 Any costs, expenses, claims, demands, actions, damage and liabilities incurred by the Representative without actual authority hereunder, including acts for which the Representative may have had an apparent or ostensible authority but not actual authority.

12. RELATIONSHIP BETWEEN THE PARTIES

The parties acknowledge and agree that, from the commencement of this Agreement, there is no partnership, joint venture or any relationship of employer/employees or of principal/agent between Liaison College Brampton and the Representative. The Representative acknowledges that the representative is an independent contractor to Liaison College Brampton.

13. GOVERNING LAW

13.1 The Agreement is governed by and must be construed and interpreted in accordance with the laws of Ontario.

13.2 The parties agree to submit the jurisdiction of the courts of Ontario in respect of any dispute arising under the Agreement.

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14. SCHEDULE

Schedule 1.

1.1 Term of Agreement

1.2 Fees For Service – Liaison College Brampton Courses

1.3 Follow on Commissions Liaison College Brampton Partner Institutions

Schedule 2.

International Student Enrolment Process

Schedule 3.

Conditions of Enrolment

3.1 Tuition Fees

3.2 Student Visas

Schedule 4.

Refund Policy

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Schedule 1

1.1 Term of Agreement: Commences: 21th June 2018

Expires: 21th June 2019

1.2 Fee for Service – LIAISON COLLEGE BRAMPTON Courses

The following Representative fees are described as a percentage (25%) of the course tuition fees.

Schedule 2

INTERNATIONAL STUDENT ENROLMENT PROCESS

1.2 The Representative will counsel the student in all aspects of the course information and information on Liaison College Brampton, and in the case if a packaged pathway, Liaison College Brampton Partner Institution

1.3 The Representative will assist the student to complete an Application Form to ensure accuracy of information and to ensure correct documentation is assembled and submitted with the application.

1.4 The Representative will send and fax the Application Form and all supporting documentation, together with the Enrolment Fee and the Homestay Placement Fee (If Homestay accommodation is required) to:

The Admissions Officer,
Liaison College Brampton
Canada

1.5 Liaison College Brampton will send the Representative a 'Letter of Offer' and an invoice for fees for the course(s) requested

1.6 The Representative will assist the student with payment arrangements and send payment to Liaison College Brampton. Please note that full payment of all outstanding tuition and accommodation fees must be received at least 60 days and six weeks respectively before the commencement of the student course. The Representative will explain Liaison College Brampton's Conditions of Enrolment & Refund Policy to the student and return the signed copy of the Conditions of Enrolment & Refund Policy document with proof of payment (this may be subject to Pre Visa Assessment in some countries). The Representative will fax or email confirmation of the payment to:

The Admissions Officer,

Liaison College Brampton

Email: admissions.brampton@liaisoncollege.com

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On receipt of fees from the Representative, Liaison College Brampton will send a Acceptance agreement. Liaison College Brampton will not issue an Acceptance Agreement without receipt of a signed Conditions of agreement & Refund Policy document.

1.7 The Representative will assist the student to arrange a student visa of appropriate class.

1.8 The Representative will assist the student by advising Liaison College Brampton of arrival details and accommodation requirements. For Airport Transfer and Homestay requests please provide flight details (number, date, arrival time) at least 6 weeks prior to student's arrival in Canada. Liaison College Brampton will confirm the details with the Representative and send full Homestay arrangement if appropriate.

1.9 The Representative will provide Liaison College Brampton with an invoice for the recruitment commission in accordance with the rate outline in Schedule 1. Liaison College Brampton ON will send the Representative payment by Bank Draft or Electronic transfer after the 4th weeks of commencement date specified on the student enrolment form.

Schedule 3

CONDITIONS OF ENROLMENT

3.1 Tuition Fees

3.1.1 **Tuition Fees** and **Student Insurance** are to be paid at least 60 days prior to commencement date of the course. Payment details are on the application form.

3.1.2 Tuition Fees can be paid either by Bank Draft, Credit Card, Bank Cheque or Electronic Transfer. If Electronic or Telegraphic transfer is the method of payment used, a copy of the Bank Confirmation Telegraphic Transfer receipt containing all details of the transaction must be faxed or emailed to Liaison College Brampton at or raman.deol@liaisoncollege.com

3.1.3 Tuition fees must be paid for repeat subjects or components of repeat subjects

3.1.4 Liaison College Brampton reserves the right to change its fees and conditions at any time without notice.

3.2 Student Visas

3.2.1 **Changes to Visa** – The Representative must notify Liaison College Brampton in writing of any changes to enrolment details. CIC will be notified by Liaison College Brampton of any changes in course duration or course amendments and in most cases students will be required to report to CIC within 28 days of course change or amendment.

3.2.2 **Mandatory Visa Conditions** – The student must read and understand the mandatory conditions on a student visa.

3.2.3 Health Cover – International students must have their own private health insurance at all times. For newly arrived students, this cover is arranged by Liaison College
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Brampton as part of the admission process. Full information, including how to claim a refund of medical expenses, is provided during Orientation.

3.2.4 Employment – Students are permitted to work a maximum of 20 hours per week during their course. Spouses who accompany student visa holders may be able to work under certain circumstances.

Schedule 4

REFUND POLICY

4.1 Requests for refunds must be made in writing to The Admissions Officer of, Liaison College Brampton, Canada.

The claim must be identify the reason for the refund and must include supporting documentation according to the circumstances. The date of notification of the request for refund does not taken as the date the request is received by Liaison College Brampton. Please note that a notice of withdrawal due to the following circumstances maybe accepted as ground for partial refund of fees. Supporting documentary evidence must be provided:

- Illness or disability
- Death of a close family member (parent, sibling, spouse or child)
- Political or civil event that prevents acquittal

4.2 In all cases, Refunds of tuition and accommodation fees will be in accordance with the Guidelines for institutions providing courses to international students.

4.3 Refund Policy Details – Please see refund policy of Liaison College Brampton for more details:

Liaison College Brampton policy prevents students under the age of 18 from registering in Liaison College Brampton courses.

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EXECUTED UNCONDITIONALLY AS AN AGREEMENT

(THIS COPY TO BE RETAINED BY THE REPRESENTATIVE)

Executed as an Agreement on the June 29, 2018

SIGNED for and on behalf of the **Liaison College Brampton**

Anahe Polie

Student Enrollment Officer,

Liaison College Brampton

In the presence of *Roshnie Ng*

Witness

ATD

SIGNED by the **REPRESENTATIVE**

Agent: _____

.....
Manpreet Joshi

Print name and title of duly authorised delegate.

nyoshi
.....

Signature of Managing Director or duly Authorised delegate.

In the presence, of

.....
Munish Joshi

Witness (Signature)

Munish Joshi
.....

(Print Name)