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## A Contract of Agreement between

### Brighton College

#305, 4538 Kingsway  
Burnaby, B.C. V5H 4T9  
Tel: (604) 430-5608  
Fax: (604) 430-5638

### Agent

And(your company name):  
Address:  
TEL:  
Fax:  
Email:

### Whereas:

- Brighton College is referred to as **Brighton College**
- The student recruiting agent is referred to as the **Agent**.
- **Brighton College** agrees to receive referrals from the **Agent** under the conditions set out below:

### 1. Definition of Terms

- a) Tuition Fee means the fees that students pay for instruction.
- b) Initial Tuition Fee means the tuition fee paid by the student when first applying to enroll at Brighton College.
- c) Application fee means the fee students pay for processing their application forms.
- d) Other fees include home stay, home stay placement, airport pickup, residence deposit, and other fees.
- e) Domestic Students are students who have Canadian citizenship or are landed immigrants in Canada
- f) International Students are students who are not Domestic students.

### 2. Agent Responsibilities

- a) The agent identifies and recommends to Brighton College individual students who are qualified to enroll in Brighton College programs.
- b) The Agent cooperates with each student to complete forms provided by Brighton College providing the information needed for the student to enroll in a program. The Agent ensures to the best of his or her ability that the information provided on the form is current, accurate and complete.
- c) Via the Agent, the student completes the Application Form as well as makes payment of \$150 application fee, and then the student is considered a referral from the Agent. The referral should be directly from the Agent.
- d) The Agent informs the prospective student of administrative policy and procedures, fees, timelines, enrollment deadlines, and refund policy at Brighton College.
- e) The Agent assists the student to enroll in a timely manner and begin classes on time according to Brighton College schedules.
- f) Except for advertising and promotional material, the Agent keeps confidential and does not disclose to any third party, any information pertaining to Brighton College, its operations, or its programs.

### 3. Brighton College Responsibilities

- a) Brighton College will provide current advertising and promotional material as requested, and will keep the Agent informed of all program and policy matters relevant to the duties and responsibilities of the Agent.
- b) Brighton College will pay a commission to the Agent for each student referred to Brighton College according to section 4 of this agreement.



#### 4. Commission

- a) Commissions are based on initial tuition fees and are paid by Brighton College to the Agent according to the following scale:

Programs	International Students	Domestic Students
Diploma Program (under 5)	25%	15%
Diploma Program (5 and more)	30%	15%
Certificate Program	20%	15%

- b) The commission rate for **diploma programs** will be increased to 30% if 5 (five) international students or more are referred by the Agent within a year to the Brighton diploma programs. **This does not apply to Domestic students.**
- c) The commission is payable once the tuition is paid to Brighton College and student has started the program. The commission is calculated on the tuition fee paid. A payment authorization form must be completed only when the payment is made through the agent.
- d) Should a student stops from a program before completing their course of study, Brighton College calculates according to PCTIA Directives. Any overpayment in commissions to the agent must be returned in a pro rata portion of the commission to Brighton College.
- e) The amount of commission is inclusive of all applicable taxes including excise tax. It is the Agent's responsibility to report and remit the proper taxes to the Canadian Tax Authority. Brighton College and its associates shall have no responsibility or be held liable for any taxes the Agent may be levied by the Canadian Tax Authority.

#### 5. Duration of this Agreement

- a) This agreement is in effect from April 16, 2018 to April 16, 2019. Only students referred to Brighton College during this time are subject to this agreement.
- b) Brighton College and the Agent may unilaterally terminate this agreement with thirty (30) days written notice. Such notice to be delivered to the address at the top of this agreement.
- c) Termination of the agreement does not absolve Brighton College of the responsibility to pay commissions to the Agent for students referred to the college while the agreement was in force.

#### 6. Signatures

Signatures below indicate acceptance of the terms and conditions of this agreement.

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

Agent Name:

Agent Title:

Company Name:

\_\_\_\_\_  
Date: April 16, 2018

Polly Zheng

Director of Operations

**Brighton College**

Brighton contact Rep: Elizabeth Liang