KING'S ELY

International Agency Agreement

International Agency Agreement

School's address:	The King's School, Ely Barton Road Ely Cambridgeshire CB7 4DB
School's telephone number:	01353 660707
School's email address:	admissions@kingsely.org
Agency full name:	
Full name of contact at Agency:	
Agent's full postal address:	
Agent's telephone number:	
Agent's email address:	
Agency Website:	
Region/Market Area:	
Member of BBSN:	
Pupil Recruitment Services:	To present potential pupils who are sufficiently strong academically, and appropriately fluent in English, to be involved effectively in the busy life of the school. Value is also placed on the contribution made by the pupil in extracurricular activities such as music, sport, art and drama. Pupils, of the appropriate age, may join as day or boarding (from Year 5) pupils in any year group subject to place availability, assessment and interview. International students require a valid visa.

International Agency Agreement

The attached Terms and Conditions, together with this cover sheet, shall apply in respect of the appointment by the School of the Agent for the provision of the Pupil Recruitment Services.

Signed by:
for and on behalf of King's Ely

Name (print): **Nick Tappin**

Job Title: **Director of Admissions & Marketing**

Date:

Signed by:
for and on behalf of the Agent

Agent Full Name (print):

Job Title:

Date:

International Agency Agreement

This agreement is dated:

Parties

(1) The King's School, Ely, a charitable company limited by guarantee registered in England and Wales with registered charity number 802427 and company number 2440509, whose registered office is at The King's School, Ely, Barton Road, Ely, Cambridgeshire CB7 4DB (the **School**).

(2) The individual or company whose name, address and details are set out in this Agreement (the **Agent**).

Background

The School is an independent co-educational day and boarding school in Ely, Cambridgeshire, UK. The School wishes to appoint the Agent as a non-exclusive agent to provide overseas Pupil Recruitment Services within the Territory.

(A) The School is licensed by UK Visas and Immigration to sponsor pupils under the Student and Child Student routes, or any successor immigration route applicable to pupils sponsored by independent schools.

(B) The School is committed to the provision of a first-class education and pastoral care system for all pupils in its care. A positive, transparent and constructive relationship with the Agent is an integral part of that commitment.

Agreed terms

1 **Definitions**

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

The School or **We** or **Us** means The King's School Ely as now or in the future constituted (and any successor).

The Agent or **You** means the individual or company whose name, address and details are set out in this Agreement.

Acceptance Deposit: the deposit payable by the Parents of Potential Pupils.

Additional Deposit: the deposit payable by the Parents of Potential Pupils who reside outside the United Kingdom on acceptance of a place.

Agent Quality Framework (AQF): The School has pledged its support of the Quality Framework as its is relevant and applicable to its programme of pupil recruitment. Details can be found in Clause 3.5.

Commission: shall have the meaning specified in clause 6.1.

Confidential Information: information of a confidential nature concerning the School or Pupils.

DPA: the Data Protection Act 2018, as amended or replaced from time to time.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, the Data (Use and Access) Act 2025 to the extent applicable, any related subordinate legislation, and any applicable guidance, statutory codes of practice or instructions issued by the Information Commissioner's Office or other relevant supervisory authority.

Education Guardian: the UK based guardian appointed by the Parent to act on his or her behalf and/or on behalf of the Pupil or Potential Pupil.

Fees: the fees (inclusive of VAT) published from time to time on the School's Fees Sheet, payable to the School for the first full academic year of a Pupil's attendance at the School, as set out in the Parent Contract. The Fees are calculated **before** any remission has been granted to the Pupil for a scholarship, but **after** any other remission has been granted by the School for the Pupil, including a bursary. The Fees include any fees for a Pupil's board or lodging at the School, but do not include any additional payments made in respect of a Pupil such as payments for optional activities or services (school trips, extra tuition etc.) or deposits.

UK GDPR: the retained EU law version of the General Data Protection Regulation, as incorporated into United Kingdom law and amended from time to time.

Initial Term: a period of twelve (12) months following the date of this Agreement**.**

Intellectual Property Rights (IPR): all Intellectual Property Rights, whether registered or unregistered, including copyright, trademarks and rights in goodwill, including all applications and Rights to apply for and be granted, renewals or extensions of, such Rights and all similar or equivalent Rights or forms of protection which subsist, or will subsist, now or in the future in any part of the world.

Parent: a person who is legally responsible, either individually or jointly, for a Potential Pupil or a Pupil. The term Parent in this agreement includes a legal guardian.

Parent Contract: The King's School, Ely, Terms and Conditions document is the contract between the School and the Parent(s) of a Pupil under which the School agrees to provide education services to that Pupil.

Personal Data: has the meaning given to it in the Data Protection Legislation and includes any information relating to an identified or identifiable individual.

Potential Pupil: a child that the Agent identifies as being suitable for enrolment as a Pupil.

Processing, Processed and **Process:** have the meanings given to them in the Data Protection Legislation.

Pupil: a pupil at the School.

Pupil Personal Data: Personal Data (including Personal Data about Pupils and Potential Pupils) processed by the Agent in connection with the Pupil Recruitment Services or in the performance of services that are ancillary to its Pupil Recruitment Services, or otherwise processed by the Agent under, in connection with, or arising out of this Agreement.

Pupil Recruitment Services: the pupil recruitment services to be provided by the Agent under this Agreement.

Registration Fee: the fee charged by the School for the registration of a Potential Pupil as a Pupil.

Reports and Assessments: the reports and assessments provided and carried out by the Agent in respect of any entrance testing, or the requirement to satisfy enrolment criteria, in respect of a Potential Pupil.

School IPR: all Intellectual Property Rights owned by or licensed to the School, including Intellectual Property Rights in the School's name, crest, promotional material and goodwill.

Territory: the geographical area in which the Agent will carry out the Pupil Recruitment Services, as set out at the beginning of this Agreement.

UKVI: UK Visas and Immigration, part of the Home Office, or any successor organisation responsible for immigration sponsorship and compliance.

VAT: Value Added Tax.

1.2 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 A reference to writing or written includes email, unless expressly stated otherwise.

1.4 All sums referred to within this Agreement (including the Fees) are exclusive of VAT (and any equivalent taxes).

2 Appointment

2.1 The School appoints the Agent as a non-exclusive agent to provide Pupil Recruitment Services within the Territory on the terms of this Agreement and the Agent accepts such appointment.

2.2 The Agent's role is to introduce Potential Pupils to the School. The Agent shall not conclude contracts for the enrolment of Potential Pupils at the School and the School is not obliged to accept a Potential Pupil for enrolment.

2.3 If desired, the School may:

2.3.1 appoint any other person as its agent, representative or franchisee for Pupil Recruitment Services in the Territory or elsewhere; or

2.3.2 recruit Potential Pupils itself without reference to the Agent.

2.4 The Agent shall be entitled to represent, or provide services similar to the Pupil Recruitment Services, to other UK based educational institutions in the Territory.

3 Agent's Obligations

3.1 The Agent shall:

3.1.1 advertise and promote the School within the Territory to Potential Pupils and Parents, and promptly comply with all lawful instructions of the School concerning any marketing activities;

3.1.2 act towards the School conscientiously and in good faith and take all reasonable steps to avoid conflicts of interests with its duties as an Agent of the School;

3.1.3 deal promptly with all correspondence that it receives from any Parents or Education Guardians, or from the School;

3.1.4 not do, or permit to be done, any act that will or may weaken, damage or be detrimental to the School, or the reputation or goodwill associated with the School or to English education generally;

3.1.5 except as authorised by the School, not act in a way which will incur any liabilities on behalf of the School;

3.1.6 use its best endeavours to promote the School to Potential Pupils and their Parents with all due care and diligence and seek to improve the School's goodwill;

3.1.7 only refer Potential Pupils that it considers are suitable for enrolment at the School;

3.1.8 use its reasonable endeavours to ensure that only those Potential Pupils whose Parents it considers creditworthy are referred to the School;

3.1.9 satisfy itself that any Fees paid by or on behalf of Parents of Potential Pupils satisfy any regulations or laws in force from time to time;

3.1.10 inform Parents of Potential Pupils that all payments to the School in respect of Fees must be paid in full to the School's bank account as is notified by the School to the Agent from time to time, to be received by the School in cleared funds before the first day of each term;

3.1.11 keep the School fully informed of its activities concerning the promotion of the School and provide the School with reports on request;

3.1.12 ensure that it has an adequate supply of sales and marketing materials, including prospectuses, at all times;

3.1.13 keep the School informed of any developments in the Territory the Agent reasonably considers to be relevant to the School and this agreement, and supply any other information that the School reasonably requests to enable the School to promote itself in the Territory;

3.1.14 use its best endeavours to assist Parents and Education Guardians to understand fully any documents that are provided to them by the School. This may include assisting with the translation of any documentation provided by the School that relates to a Potential Pupil's enrolment at the School, including the Parent Contract, the School's Terms and Conditions and any associated documentation provided by the School to the Parents or Education Guardians from time to time;

3.1.15 assist in providing relevant documentation for submission to the School (for example, current school reports) where possible;

3.1.16 ensure that any entry tests that the School requires Potential Pupils to take are carried out at the Agent's premises under strict examination conditions, with no outside assistance and within the time specified by the School, in order to ensure that the results are a true reflection of the Potential Pupil's ability;

3.1.17 inform the School promptly of any complaint it receives that concerns the School or the Pupil Recruitment Services;

3.1.18 not take part in any dispute or commence or defend any court or other dispute proceedings or make any admission concerning any such proceedings without prior reference to the School;

3.1.19 ensure it is sufficiently familiar with the School and its education services, practices and procedures to enable the Agent to discharge its obligations under this agreement;

3.1.20 ensure it has appropriate knowledge and understanding of the international education system in the UK to enable it to discharge its duties under this agreement;

3.1.21 ensure that a Potential Pupil has an Education Guardian on the date the Potential Pupil enters the School as a Pupil or, if a Pupil does not have an Education Guardian when they enter the School, the Agent shall work with the Parent(s) of Potential Pupils to ensure that an Education Guardian is duly appointed;

3.1.22 use its reasonable endeavours to ensure that any Education Guardian appointed for a Potential Pupil is accredited or authorised by a recognised guardianship agency and appointed in accordance with the School's Guardianship Policy, or, if not accredited, that the Education Guardian has visited the School and has met with the Principal prior to a Potential Pupil being offered a place to attend the School, unless the School confirms in writing that it does not require the Education Guardian's attendance at the School;

3.1.23 ensure that the Parent(s) of Potential Pupils are aware that Pupils at the School are required to leave the School premises during half term breaks and at the end of each academic term at the expense of the Parent(s). From September 2026, Pupils of King's Ely Senior may choose to remain at the school during Exeat Weekends for an additional cost as published on the Fee Sheet. It will be the responsibility of the Parent to meet these additional costs.

3.1.24 collect from Potential Pupils all information and documents needed by the School for it to confirm Potential Pupils' eligibility for admission to the School;

3.1.25 provide the School with details of a Potential Pupil (minimum details to be: parents' full names and contact details; full name and date of birth of the Potential Pupil; the current school name and address);

3.1.26 comply with all relevant School policies and procedures notified to the Agent from time to time, including those relating to safeguarding, child protection, safer recruitment, admissions, data protection, equality, complaints, online safety, guardianship and pupil welfare;

3.1.27 ensure that all information provided to the School, Parents, Education Guardians, Potential Pupils and other third parties is accurate, not misleading, and consistent with the School's published information and instructions;

3.1.28 immediately notify the School of any safeguarding, child protection, welfare, visa, admissions, data protection, financial, reputational or regulatory concern relating to a Potential Pupil, Pupil, Parent, Education Guardian, sub-agent, employee, contractor or other person involved in the recruitment process;

3.1.29 not appoint, instruct, use or permit any sub-agent or third party to contact prospective families or undertake any activity connected with the Pupil Recruitment Services without the School's prior written consent, and without ensuring that such person is subject to written obligations equivalent to those imposed on the Agent under this agreement;

3.1.30 maintain appropriate records of enquiries, referrals, communications, consents, payments, complaints and any sub-agent involvement, and provide such records to the School promptly on request to enable the School to meet its legal, regulatory and inspection obligations;

3.1.31 indemnify the School against any liabilities incurred by the School as a result of the Agent breaching any law or engaging in activities not authorised by the School in this agreement.

3.2 Unless the School gives prior written consent in a particular case, the Agent shall not collect, receive or hold any money on behalf of the School, including Fees, deposits or the Registration Fee. Where the School gives such consent, the Agent shall forward the money to the School as soon as possible and no later than three (3) days following receipt by the Agent. A breach of this clause 3.2 constitutes a material breach of this Agreement.

3.3 The Agent shall not, without the School's prior written consent, make or give any representations, warranties or other promises concerning the School beyond those contained in the promotional material supplied by the School.

3.4 By entering into this Agreement, the Agent represents and warrants that it has not previously engaged in dishonest, misleading or unethical recruitment practices, including any deliberate attempt to recruit any pupil with the intention of defrauding the education system.

3.5 The Agent shall adhere to the requirements of the Agency Quality Framework and will, at the request of the school, provide evidence of training and briefing documents and student on-boarding information. Agents will be required to provide evidence of their endorsement of the National Code of Ethical Practice. Furthermore, agents will inform the School when students are recommended to them via sub-agents and the steps that have been taken to ensure sub-agents adhere to the same practices as the agent themselves.

4 The School's Obligations

4.1 The School shall, following the Agent's referral of a Potential Pupil for admission to the School:

4.1.1 acknowledge promptly its receipt of such referral; and

4.1.2 assess whether it has a vacancy at the School for the Potential Pupil and, where such a vacancy exists:

(a) communicate to the Agent, and to the Parent of the Potential Pupil directly (if appropriate), what entry requirements will apply; and

(b) allow the Potential Pupil and their Parent or Education Guardian to visit the School and undertake any interviews or examinations required.

4.2 The School agrees during the term of this Agreement to supply to the Agent such sales literature and other information as the Agent may from time to time reasonably require to enable it properly and efficiently to discharge its duties under this Agreement. Such literature and information shall include details of the School's entry requirements, the Fees and any other fees and costs associated with boarding at the School.

4.3 The School will not act as Education Guardian for any Pupil or Potential Pupil. The School may provide the Agent with information regarding guardianship agencies, which the Agent may pass on to Parents. However, the School provides this information without liability and makes no representation as to the quality of the services provided by any guardianship agency, and unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School will not be liable for any loss or damage arising from the use of this information.

4.4 Notwithstanding the School's obligations to the Agent under this Agreement, the School reserves the right, in its absolute discretion:

4.4.1 to refuse to accept applications in respect of, or to admit, a Potential Pupil; or

4.4.2 to require a Pupil to leave the School,

provided that the School does so only on grounds that are lawful and/or are set out in the Parent Contract or School policies, or which relate to the non-payment of Fees.

5 UKVI Compliance

5.1 As a licensed Student sponsor, significant trust is placed on the School and the School has a responsibility to act in accordance with the Immigration Rules and all applicable UKVI Student Sponsor Guidance, including guidance relating to sponsorship duties, compliance, record keeping and the use of agents or third parties. The Agent shall at all times carry out

its functions under this Agreement mindful of the School's responsibilities and shall not do, or permit to be done, anything which might prejudice the School's sponsor licence or compliance position. The Agent will act in accordance with the reasonable instructions of the School to the extent required by the School in connection with its UKVI obligations.

5.2 The School may be required to provide UKVI with details of any agent, sub-agent or third party, in the UK or overseas, which has helped it to recruit pupils, including details required for a Confirmation of Acceptance for Studies. The Agent hereby consents to the School supplying such information to UKVI and shall provide accurate and complete information promptly when requested.

5.3 By entering into this Agreement, the Agent hereby represents and warrants that it has not been linked to immigration abuse of any kind.

5.4 The Agent shall use its best endeavours to support the School and enable the School to comply with its legal and contractual obligations to meet UKVI requirements.

5.5 Further, the Agent shall:

5.5.1 promptly answer any queries raised by the School, in the School's performance of its obligations in respect of the UKVI, and shall provide such other assistance as the School may reasonably require in connection with the same; and

5.5.2 if requested by any Potential Pupil's family, provide them with accurate and up-to-date information regarding the UKVI visa requirements and related processes for entry into and study in the UK, while making clear that immigration advice must only be provided where the Agent is lawfully permitted to do so.

5.5.3 comply with any applicable sector standards, ethical recruitment principles or agent quality requirements notified by the School from time to time, and provide evidence of such compliance on request.

6 Commission and Payments

6.1 The School shall (subject to the Agent performing its obligations under this agreement) pay to the Agent the commission (**Commission**), which shall equal:

6.1.1 twelve and a half percent (12.5%) of the Gross Fees paid in the first academic year in respect of those Pupils who attend a full academic year at the School and whose termly instalments, where Fees are paid by instalments, have been paid before the first day of each term in accordance with the School's Terms and Conditions.

6.1.2 five percent (5%) of the Gross Fees paid in the second academic year, unless this is a year of transition to a further programme of study (see below).

6.1.3 ten percent (10%) of the Gross Fees paid when the student transitions into a subsequent programme of study.

6.2 The Agent shall become entitled to Commission in respect of each Potential Pupil introduced to the School by the Agent provided that:

6.2.1 the Agent is the effective cause of the Potential Pupil's introduction to the School and is named as such on the application form;

6.2.2 the Potential Pupil or Parent(s), or their representatives, had not contacted the School prior to the Agent first notifying the School of the Potential Pupil's interest; and

6.2.3 the School has received (i) the Fees in full in cleared funds (where the Fees are payable in full in advance), or (ii) the termly instalment of the Fees in cleared funds (where the Fees are payable in termly instalments) before the first day of the relevant term, in accordance with the School's Terms and Conditions

For the avoidance of doubt, if a Pupil starts attending the School part way through an academic year, a proportionate part of the Commission may be payable during the subsequent academic year, until the Agent has received Commission in respect of three full terms since the Pupil began attending the School.

6.3 On being notified by the School of the Pupil's arrival and enrolment at the School, the Agent will submit to the School promptly (and in any event within 60 days) an invoice for the Commission for the relevant academic year calculated in accordance with the provisions of clause 6.1, provided always that the amount of such invoice shall only become payable in accordance with the provisions of clause 6.4.

6.4 Notwithstanding the School's receipt of the Agent's invoice in accordance with clause 6.3, no amount of any invoice issued pursuant to clause 6.3 shall become due and payable unless and until the School has received the Fees to which that invoice relates in cleared funds. In particular, where the Fees are paid by instalments (which includes Fees which are invoiced or payable on a termly basis) a proportionate part of the Commission shall become due to the Agent once such instalments are received by the School in cleared funds.

6.5 Subject to clause 6.8, the School shall pay the Commission to the Agent in pounds sterling within 30 days of the appropriate sum becoming due and payable.

6.6 The Agent shall meet the cost of all transmission and bank charges associated with the payment of the Commission, together with any currency exchange costs.

6.7 The Commission payable to the Agent is inclusive of local taxes, where applicable.

6.8 Nothing in this clause 5.5.2 shall oblige the School to pay to the Agent the Commission, or any part thereof, where the School charges Fees in Lieu of Notice.

6.9 If a Pupil leaves the School at any time throughout the Pupil's first three (3) terms attending the School and the School is under any obligation to, or decides (in its complete discretion) to, waive or refund any part of the Fees in respect of that Pupil:

6.9.1 if the Commission in respect of those Fees has become due and payable but has not yet been paid to the Agent, the amount of the Commission which is due and payable to the Agent shall be reduced by a proportionate amount to reflect that part of the Fees waived or refunded by the School to the Parent of such Pupil;

6.9.2 if the Commission in respect of those Fees has already been paid to the Agent, the Agent shall reimburse to the School a proportionate part of the Commission to reflect that part of the Fees waived or refunded by the School to the Parent of such Pupil. The Agent shall pay such sum to the School within 30 days of receiving such written notice from the School.

6.10 Each party shall keep separate records of all enquiries received and transactions conducted by the Agent on the School's behalf and shall permit the representatives of the other party at all reasonable times to inspect all such records and to take copies thereof. All such records shall belong to the School.

6.11 The Agent shall retain the records referred to in clause 6.10 only for as long as is reasonably necessary.

6.12 The Agent shall be liable for all costs, expenses and charges incurred by it in performing this Agreement and the Agent's only remuneration from the School shall be the Commission. However, subject to clause 3.1.2, nothing in this Agreement shall restrict the Agent from receiving remuneration from the Parents of Potential Pupils in respect of its performance of services that are ancillary to its Pupil Recruitment Services (e.g. assisting Parents with the translation of documents, or making guardianship arrangements on their behalf relating to Potential Pupils).

6.13 If the School has appointed two or more agents within the Territory, the School shall have complete discretion to decide what is equitable in the circumstances, save that nothing shall require the School to pay more than the amount otherwise payable if only one Agent were involved.

6.14 If the Agent introduced a Pupil to the School, prior to the date of this Agreement, who remains a Pupil at the date of this Agreement:

6.14.1 notwithstanding clause 14.1, the School will pay to the Agent those monies that the parties have previously agreed in respect of the introduction of the Pupil to the School by the Agent, rather than the Commission set out in clause 6.1; and

6.14.2 any other obligations imposed on the parties under this Agreement shall supersede those obligations set out in any other agreement between the parties relating to the subject matter.

6.15 The School may at any time without notice to the Agent set off any liability of the Agent to the School against any liability of the School to the Agent. This includes the right of the School to set off any Commission (or a proportionate part of the Commission) that:

6.15.1 the School has overpaid to the Agent; or

6.15.2 the Agent is obliged to reimburse to the School for any reason under the terms of this Agreement,

against any monies that the School would otherwise be obliged to pay to the Agent (including in respect of future Commission).

6.16 Unless the parties agree otherwise, the Agent shall not be entitled to receive Commission from the School in respect of any Pupil introduced as a result of an advertising campaign conducted by the School through any website operated by, or on behalf of, the Agent, where the School pays the Agent (or any third party) a fee for doing so.

6.17 If the School becomes liable to account for VAT on any amount of Commission paid to the Agent:

6.17.1 the Agent agrees to indemnify the School in respect of the amount of VAT for which the School is liable in respect of that Commission;

6.17.2 the School shall be entitled to set off against any amount due to the Agent, any amount of VAT which for which the School is liable to account and for which the Agent has agreed to indemnify the School pursuant to clause 6.17.1;

6.17.3 the School shall notify the Agent of such deduction, and shall provide the Agent with such evidence as is reasonably requested by the Agent in respect of the School's liability to account for VAT.

6.18 The payment of commission on Pupil Stays of less than one year are subject to discussion and agreement with the school's representatives. Whilst commission may be payable, the percentage level of commission may be subject to negotiation and change.

7 Advertising and Promotion

7.1 The Agent shall advertise and promote the School to Potential Pupils and their Parents provided that the manner and location of the advertising and promotion is approved in writing by the School.

7.2 The School reserves the right to advertise and promote the School to Potential Pupils and their Parents anywhere in the world, including in the Territory.

8 Compliance with Laws and Regulations

8.1 The Agent shall obtain and maintain any licences, registrations, permits, authorisations or approvals necessary or advisable in connection with the Pupil Recruitment Services.

8.2 The Agent shall comply with all applicable laws and regulatory requirements relating to the Pupil Recruitment Services, including education recruitment, immigration, safeguarding, child protection, consumer protection, equality, advertising standards, anti-bribery, anti-corruption, sanctions, anti-money laundering, tax and modern slavery.

8.3 The Agent shall not engage in any conduct which would constitute an offence under the Bribery Act 2010, if such conduct had been carried out in the United Kingdom and shall not do, or omit to do, anything which may cause the School to be in breach of, or commit an offence under, the Bribery Act 2010.

8.4 The Agent shall maintain proportionate policies, procedures and controls designed to prevent bribery, corruption, fraud, money laundering, tax evasion, sanctions breaches, modern slavery, human trafficking and unethical recruitment practices, and shall provide evidence of those controls to the School on reasonable request.

8.5 The Agent shall not make, offer, request or accept any payment, gift, hospitality, facilitation payment, commission, rebate, incentive or other advantage which is unlawful, improper, undisclosed to the School, or which could reasonably be perceived as creating a conflict of interest in connection with the recruitment or admission of any Potential Pupil.

8.6 The Agent shall promptly notify the School if it becomes aware of any actual or suspected breach of law, regulatory requirement, School policy, safeguarding obligation, data protection obligation, sanctions requirement, anti-bribery requirement or modern slavery concern relating to this agreement or the Pupil Recruitment Services.

8.7 The Agent shall give the School as much advance notice as possible of any changes in laws applicable to the Pupil Recruitment Services.

8.8 Data Protection

8.9 The Agent warrants that it will comply with the Data Protection Legislation regardless of whether the Data Protection Legislation applies to the Agent under local law.

8.10 Where the Agent Processes Personal Data on behalf of the School, the Agent shall act only on the School's documented instructions, keep the personal data confidential, and implement appropriate technical and organisational security measures.

8.11 The Agent shall assist the School with data subject rights, regulatory obligations, personal data breach response, audit or inspection requests, and any other reasonable request connected with the School's compliance with the Data Protection Legislation.

8.12 The Agent shall notify the School without undue delay of any actual or suspected personal data breach relating to personal data processed in connection with this agreement.

8.13 The Agent shall not appoint sub-processors or transfer personal data internationally unless the School has given prior written consent and lawful safeguards are in place.

8.14 The Agent shall ensure that Parents, Education Guardians, Potential Pupils and any other relevant individuals are given appropriate privacy information and that any consents, permissions or notices required for the lawful collection and sharing of personal data with the School are obtained and recorded before personal data is shared.

8.15 At the end of the engagement, the Agent shall securely return or delete personal data unless retention is required by law.

9 Intellectual Property

9.1 The Agent acknowledges that all School IPR is the School's property and the Agent shall, at the request and expense of the School, take all steps as the School may reasonably require to assist in maintaining the School's IPR.

9.2 Any Intellectual Property Rights in anything created by the Agent or on behalf of the School or by the School with the assistance of the Agent in connection with the Pupil Recruitment Services belong to the School. To the extent that such School IPR is not already owned by the School, the Agent hereby assigns it to the School.

9.3 The School grants the Agent a non-exclusive, non-transferable, revocable licence to use the School's IPR only to promote the School to Potential Pupils and their Parents in accordance with this Agreement. Any Goodwill derived from the use of School IPR by the School or the Agent accrues to the School.

9.4 The Agent shall not do, or permit to be done, any act which would weaken School's IPR, or remove, alter or tamper with any trademarks or trade names supplied by or on behalf of the School.

10 Duration and Termination

10.1 This Agreement shall come into effect on the date of this Agreement and shall continue in force for the Initial Term, and thereafter until terminated in accordance with the termination provisions in this Agreement.

10.2 Either party may terminate this Agreement on 3 months' prior written notice to the other party, such notice to expire no earlier than the expiry of the Initial Term.

10.3 The School may terminate this Agreement immediately at any time (including during the Initial Term), without liability to the Agent if:

10.3.1 the School becomes aware, or has reason to believe, that the Agent or an employee or subcontractor of the Agent is engaging in false or misleading recruitment practices;

10.3.2 the Agent commits a material breach of any term of this Agreement and fails to remedy that breach within a period of 14 days of being notified;

10.3.3 the Agent repeatedly breaches any of the terms of this Agreement in such a manner that is inconsistent with the Agent having the intention or ability to give effect to the terms of this Agreement; or

10.3.4 the Agent suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due, or enters into an insolvency process that is likely to affect the operation of its business.

10.3.5 the School reasonably believes that the Agent, or any employee, contractor, representative, sub-agent or associated person, has breached, is likely to breach, or presents a material risk of breaching any safeguarding, child protection, immigration, data protection, anti-bribery, sanctions, modern slavery or other legal or regulatory obligation connected with this Agreement.

11 Effects of Termination

11.1 On termination of this Agreement:

11.1.1 the Agent shall cease to promote, market or advertise the School or describe itself as an Agent of the School and shall cease to use School's IPR;

11.1.2 the Agent shall at its own expense within 30 days return to the School all advertising, promotional or sales material relating to the Pupil Recruitment Services then in its possession of the Agent.

11.1.3 the Agent shall securely return or delete all personal data and confidential information held in connection with this Agreement, save to the extent that retention is required by law, and shall confirm completion of this step to the School on request.

11.2 Termination shall not affect the operation of clauses 1 (Definitions), 8 (Compliance with Laws and Regulations), 9 (Data Protection), 10 (Intellectual Property), 12 (Effects of Termination), 13 (Confidentiality), and 15 (General).

12 Confidentiality

12.1 The Agent agrees that it shall, at all times, keep confidential, and shall not use (other than for the purposes of this Agreement), any confidential information unless that information was public knowledge at the time of disclosure, subsequently becomes public knowledge

other than by breach of this Agreement, or is required to be disclosed in order to comply with a non-contractual legal obligation. All documents and other records containing confidential information acquired by the Agent from the School shall be returned promptly to the School on termination of this Agreement, and no copies shall be kept.

13 Notices

13.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, sent by signed-for delivery, sent by commercial courier, or sent by email to each party required to receive the notice at its address or email address set out in this Agreement.

13.2 This clause 13 shall not apply to the service of any proceedings or other documents in any legal action.

14 General

14.1 This Agreement constitutes the entire Agreement between the parties and supersedes any and all previous agreement(s) between the parties relating to the subject matter. Nothing in this clause 14 shall limit or exclude any liability for fraud.

14.2 Except as expressly provided, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the parties, nor authorise the Agent to make or enter into commitments for or on behalf of the School.

14.3 No failure or delay by either party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

14.4 A person who is not a party to this Agreement shall not have any rights under it, and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14.5 This Agreement and any dispute or claim arising in connection with it shall be governed by English law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute that arises in connection with this Agreement.

14.6 The parties acknowledge and agree that the Commercial Agents (Council Directive) Regulations 1993 shall not apply to this Agreement or the services to be provided by the Agent.

14.7 The School may enforce School's IPR in any jurisdiction.

- **Schedule 1: Compliance Evidence**

The Agent shall provide the following evidence to the School on request and, where applicable, before undertaking any Pupil Recruitment Services:

- proof of business registration, licence, accreditation or authority to operate in the Territory;
- confirmation of the Agent's safeguarding and child protection arrangements, including any training relevant to recruitment of children;
- details of any sub-agent or third party proposed to be used, together with confirmation that the School's prior written consent has been obtained;
- evidence of anti-bribery, anti-corruption, sanctions, anti-money laundering, tax evasion prevention and modern slavery controls;
- copies or summaries of Privacy Notices, consent wording and data protection processes used when collecting or sharing personal data with the School;
- details of complaints, regulatory concerns, safeguarding concerns or data protection incidents relevant to the Pupil Recruitment Services; and
- any other information reasonably requested by the School to satisfy itself that the Agent is suitable to provide the Pupil Recruitment Services.

This Agreement has been entered into on the date stated at the beginning of it.

King's Ely
Cambridgeshire
CB7 4EW

www.kingsely.org