

THE IMPERIAL ENGLISH UK REPRESENTATIVE SERVICE AGREEMENT  
(The Agreement)

TERMS AND CONDITIONS APPLIED TO ALL IMPERIAL ENGLISH UK REPRESENTATIVES  
PRIVATE AND CONFIDENTIAL

**1. PARTY A** (hereinafter referred to as 'the Company')

Company Name	Imperial English UK
Address	BMI Building, 9 Margaret Street, Birmingham, B3 3BS
Country	United Kingdom
Phone	0044 (0)121 236 0660
Fax	0044 (0)121 212 0666
Email ID	info@imperial-english.co.uk

**2. PARTY B** (hereinafter referred to as 'the Representative')

Name	
Proof of Identity	
Company Name (if applying on behalf of a company)	
Address Line 1	
Address Line 2	
City / Town	
Postcode/ Pin code	
Country	
Phone	
Mobile	
Email Address	

**Recitals:**

- A. The Company is engaged in the business of English language teaching and learning in the UK and overseas. The Company has invested substantial time, effort and money in the development and implementation of English language courses, learning resources, training programmes, proprietary marks, confidential information, standards, specifications, techniques, identifying schemes and materials, insignia, methods and standard operational procedures.
- B. The Representative is an independent or business under this agreement not considered as an employee, agent or partner of the Company, that desires to use the benefit of the brand, reputation, goodwill, knowledge, skill and experience of the Company. The Representative recognises the benefit to be derived therefrom and acknowledges the necessity of conforming to the high standards and uniform specifications of the said business and to operate the business system of the Company upon the terms and subject to the conditions set out below.

**3. THE AGREEMENT**

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NOW, THEREFORE, IN CONSIDERATION OF the foregoing facts and mutual agreements and covenants set forth herein, the Company and the Representative agree as follows:

**4. OPERATIVE PROVISIONS**

**INTERPRETATION**

In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:

	Definition	Meaning of the Definition
A.	The service fee	The remuneration as agreed upon in article 10 between the parties hereto named for services rendered by the Representative for the Company.
B.	The business user	The Individual / Institutional or Corporate entity who is in a contractual relationship with Imperial English UK.
C.	Services	Being the support services provided by the company to the business user.
D.	Course Subscription	Being the payment due pursuant to the business user signing the agreement to purchase the required Digital access of the licenced courses.
E.	Student	The learners registered by the Business User on the licensed portal provided by the Company.

**5. DATE OF COMMENCEMENT, INITIAL TERM & RENEWAL**

5.1	The date of commencement is xx <sup>xx</sup> Month Year.
5.2	<b>Initial Term:</b> The initial term of this agreement is xx months. The Company reserves the right to terminate the agreement at any time.
5.3	<b>Renewal:</b> The agreement may, at the sole discretion of the Company, be renewed by the Company for at the expiration of the initial term for a further term to be agreed between the Parties in writing such renewal to be strictly subject to the business user undertaking and achieving minimum subscriptions and before the expiration of the Initial Term
5.4	This Agreement may be terminated by the Company within thirty days following written notice to the Representative, for any reason whatsoever.
5.5	Upon termination or expiry of this Agreement for any reason whatsoever, the Representative shall cease to represent the Company.
5.6	Any communication to be given in connection with the termination of this Agreement, or default there under, shall be in writing and may be posted to the Company address mentioned in this agreement.

**6. THE TERRITORY (AREA, CITY AND COUNTRY)**

	The Representative is authorised to represent the company only in the following territory; territory.  Save where the business user is in breach of the terms of this Agreement, or where the business user fails to meet the agreed target of a minimum of subscriptions per annum or in the absolute opinion of the Company is unlikely to achieve the said target, the Company shall appoint another business user to
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	<p>market the Company or to represent it anywhere in the Territory save that this clause does not in any way restrict, affect or interfere with the right of the Company to deal with the business user.</p> <p><b>Whilst following the following terms and conditions:</b></p> <p>A. The Representative agrees to restrict the business in the territory only.</p> <p>B. The Representative agrees that it will not make any use nor will it permit or authorise any use directly or indirectly of the business and its licensed courses and resources outside the location and the Territory.</p>	
<b>7. IEUK PRODUCTS AND SERVICES:</b>		
	<p>The Representative is authorised to sell the English Course Subscriptions to a Business User at a cost to the Business of not greater than <b>£35 per subscription</b> and any charge levied by the Representative in excess of this sum shall constitute a fundamental breach of this Agreement . whereupon the Company shall be entitled to terminate the Agreement forthwith</p>	
<b>8. THE REPRESENTATIVE’S ROLES AND RESPONSIBILITIES:</b>		
8.1	The Representative is responsible for promoting, advising, discussing and negotiating the start-up concepts, infrastructure, administration, technical and financial details with potential business users.	
8.2	The Representative will approach and establish key contacts with potential business users including and not limited to independent teachers, graduates, investors, schools, colleges, universities, councils, businesses, industries governmental and non-governmental on the terms and conditions set forth by the Company.	
8.3	The Representative will advertise and distribute information about the Company & it’s products and services in accordance with the information provided.	
8.4	The Representative shall perform the services with due diligence and in a safe, workmanlike and professional manner, cording to good industry practice.	
8.5	The Representative will share the market intelligence gained whilst completing the promotional tasks and extend honest recommendations when requested by the Company.	
8.6	The Representative may not use the Company’s information trademark, logo or other intellectual property right owned by the Company for any purposes other than the specified in this agreement.	
8.7	The Representative is not authorised to agree any terms and conditions or sign any agreements on behalf of the Company which would be binding on the Company without the Company’s prior written consent.	
8.8	The Representative is not authorised to make any statement, representation or promise on behalf of Company without the prior written consent of the Company.	
8.9	The Representative is not authorised to accept fees (in full or part) in any form of payment including and not restricted to cash, bank draft, postal order or bank transfer from any business users on behalf of the Company and its Representatives. All fees must be paid by Bank Draft payable to Imperial English UK or transferred to the Imperial English UK bank account directly.	
8.10	The Representative will provide the Company with the list of potential business users that are going to be contacted if requested.	
8.11	For the avoidance of any doubt the Representative acknowledges and accepts that its principal role is to secure Course Subscriptions from business users. Any	
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	agreement for the provision of services pursuant to the course subscription shall be strictly as between the Company and the business user
<b>9. THE COMPANY'S ROLES AND RESPONSIBILITIES:</b>	
9.1	The Company will supply the Representative with all pertinent information on the Imperial English UK, partnership proposals, TESOL training, personalised website, Management Portal and access to the apps in a timely manner for the purpose of exploring partnerships.
9.2	The Company will support the Representatives strategic plans of implementation by developing business partnership proposal activities in consultation with the Representative as requested.
9.3	The Company will deliver the agreed products & services to the business user in the agreed time frames.
<b>10. FINANCIAL DETAILS</b>	
10.1	The Company will pay <b>Exx Service Fees on each secured course subscription fee of £35</b> received from the Business user during the Initial Term. The Company will notify the Representative in writing within 7 Business Days of receipt of full payment from the business user and the agreed service fee shall be paid to the Representative by the Company within 7 Business Days of the date of such Notice For the avoidance of doubt, the agreed service fee will be paid to the Representative in accordance with the terms of this clause only after the Company receives the full agreed payment from the Business user.
10.2	The Company shall pay the services fee, which is to be paid by way of wire transfer or direct deposit into the Representative's bank account. The fees will be paid on the fees received from the business user after any deduction e.g. discounts or scholarships.
10.3	The Representative will need to complete the Payment Request Form and raise an invoice and submit to the Company in order to claim the service fees for each payment.
10.4	The Representative is solely liable for paying any taxes that are required to be paid in accordance with local laws and regulations within the Territory in respect of payments made by the Company.
10.5	In the event the Agreement is terminated by either parties the Company is no longer liable to pay the service fee to the Representative.
<b>11. ENTIRE AGREEMENT</b>	
	This Agreement constitutes the entire agreement between the parties and cancels and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than those set forth in this Agreement.
<b>12. AMENDMENTS AND WAIVERS</b>	
	All amendments to this Agreement shall be valid or binding if they are in writing and executed by all of the parties. Any waiver of any breach of any provision of this Agreement shall be effective or binding if it is in writing and signed by the party giving the waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
<b>13. SEVERABILITY</b>	
	If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or

	part thereof and the remaining part of such provision and all other provisions of the Agreement shall continue in full force and effect.
<b>14. GOVERNING LAW, JURISDICTION AND CHOICE OF LAW</b>	
14.1	This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law either of England and Wales or of the Territory at the sole discretion and choice of the Company.
14.2	The Representative irrevocably agrees that the Company shall have sole discretion as to whether the courts of England and Wales or the courts of the Territory shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
<b>15. INDEMNITY</b>	
15.1	The Company shall not be responsible or liable for the acts, errors, omissions, debts or other obligations of the Representative.
15.2	The Representative agrees to indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Representative.
<b>16. TERMINATION</b>	
16.1	Either Party to this Agreement may terminate this Agreement forthwith by giving notice in writing to the other in the event that the other Party is in breach of the terms thereof such Notice to specify the alleged breach The Company may at its sole discretion and volition terminate this Agreement at any time during the Initial Term upon at least seven days Notice in writing.
16.2	<b>THE REPRESENTATIVE'S OBLIGATIONS AFTER TERMINATION</b> Upon the termination or expiration of this Agreement for any reason, the Representative shall: A. stop using the licenced name, logo, and trademark. B. cease forthwith to promote the Company and shall within <i>14 days</i> of the date of termination destroy all promotional materials (including without limitation internet related and website information) relating to the Company then in its possession or control.
<b>17. OWNERSHIP</b>	
	All records, reports, documents and other material delivered or transmitted to the Representative by the Company shall remain the property of the Company, and shall be returned by the Representative to the Company on termination or expiration of this Agreement.
<b>18. CONFIDENTIALITY AND DATA PROTECTION</b>	
	The Representative agrees to adhere to and comply fully with the Company's Data Protection Policy and any policy required by local law.
<b>19. THIRD PARTY RIGHTS</b>	
	For the avoidance of doubt, this contract does not confer rights on anyone else except the Representative and the Company to this contract, and the parties do not intend any term of this contract to be enforceable by any third party.
<b>20. VARIATION</b>	

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	This Agreement shall not be modified or amended except by an agreement in writing signed by the parties.
<b>21. STATUS OF PARTIES</b>	
	Nothing in this Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or shall be deemed to constitute either party as the agent of the other or to allow either party to hold itself out as acting on behalf of the other.
<b>22. LIABILITIES</b>	
	<p>The Company shall not be liable to the Representative in this agreement for tort, negligence, breach of statutory duty or otherwise for loss of profit, use, anticipated savings, goodwill, reputation or opportunity, other economic loss or any other consequential or indirect loss or damage, costs or expenses incurred or suffered by the Representative under the terms of this Agreement or otherwise.</p> <p>A. Except as set out in this Agreement, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade or usage, course of dealings or otherwise (including, without limitation, as to quality, performance or fitness or suitability for purpose) in respect of any service to be provided by the Company under this Agreement are hereby excluded to the fullest extent permitted by law.</p> <p>B. The Representative agrees to defend any legal claim by a potential business or third party arising out of the operation of this Agreement and to indemnify the Company fully in respect of such claim.</p>
<b>23. FORCE MAJEURE</b>	
	Neither Party to this Agreement shall be responsible to the other Party for any delay in performance or non-performance due to Force Majeure, but only to the extent that such Party's performance is prevented or delayed by the occurrence of an event of force majeure; (force majeure shall mean for any party circumstances beyond the reasonable control of that party including, without limitation, epidemic, pandemic or disease outbreak, any form of industrial action, accident, fire, flood, storm, terrorism or Act of God). The affected party shall, however, promptly upon the occurrence of any such circumstances inform the other party stating that such cause has delayed or prevented its performance hereunder whereafter such party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible.
<b>24. DISPUTE RESOLUTION</b>	
	<p>A. If any dispute arises out of, or in connection with this Agreement, the Parties will attempt in good faith to settle it by negotiation between the designated representatives of each Party.</p> <p>B. If the Parties are unable to settle any dispute by negotiation within thirty (30) days, the Parties will attempt to settle it in accordance with Clause 14 hereof.</p>
<b>25. NOTICES</b>	
	Any notice or other communication given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be served by delivering it personally or sending it by email to the address and for the attention of the relevant Party set out in this Agreement (or as otherwise notified by that Party for the purposes of this Agreement). The addresses of the Parties as set out in the Agreement details or such other address as may be notified in writing from time to time by the relevant Party to the other Party.

**26.taGENERAL**

- A. Nothing in this Agreement shall create, or be deemed to create a partnership or relationship of employer and employee or that of Principal and Agent between the Parties.
- B. Each Party acknowledges that in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation or warranty or other provision except as expressly provided herein. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- C. Each Party warrants to the other Party that it has full power and authority to enter into this Agreement and is duly authorised to conduct its activities pursuant to the laws applicable to the country within which it operates its Business.
- D. If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- E. Nothing in this Agreement shall limit or exclude the liability of either Party for Fraud, Fraudulent Trading or Fraudulent Misrepresentation.

**27. SIGNATURE AND SEAL**

In witness of the terms of this agreement, signatures of the following authorised representatives of the parties are affixed. This agreement is made in duplicate in English, the two texts being equally authentic.

Accordingly the Parties have executed this agreement on the dates appearing below.

<b>Signature</b>	<b>Signature</b>
On behalf of the Representative	On behalf of The Company
<b>Print Full Name:</b> xxxxx <b>Position:</b> Independent Representative	<b>Print Full Name:</b> Dr. Govind Desai <b>Position:</b> Director
<b>Organisation's seal</b>	<b>Organisation's seal</b>
Date: xx <sup>xx</sup> Month Year	Date: xx <sup>xx</sup> Month Year