



THIS AGREEMENT sets out the basis on which St Leonards will remunerate the Consultant for each introduction of overseas parents whose child(ren) attend as a result of the introduction.

Particulars

- a. Date of this Agreement: .....
- b. Name and address of Consultant:
- c. Name and address of School/College: St Leonards School  
St Andrews  
Fife  
KY16 9QJ
- d. Duration of the Agreement: Twelve months from the date at 'a' above and thereafter until terminated by notice of one month by either party at any time.
- e. **"Parents"** includes prospective parents.
- f. **"School Fees"** means tuition and boarding fees as published from time to time on the fees list of the School/College (hereinafter referred to as the School) together with all other documents supplied by the School to the Consultant.
- g. **"The School's documents"** means the prospectus, entry forms, fees list and standard items and conditions of the School together with all other documents supplied by the School to the Consultant.
- a. The introduction fee means:
- (1) **For any student:** 10% of the full School Fees payable for 1-3 terms; then 5% for 4-6 terms.
- (2) **For any subsequent child:** 5% of the full school fees payable for 1-3 terms.
- The introduction fee is payable to the Consultant within 30 days of the full School Fees being received as cleared funds in the School's receiving account.**

b.

## **1. The Framework of this Agreement**

- a. The Consultant will, at all times, act as the agent of the parent and not as the agent of the School.
- b. The contract for the education of each student will be between the parent and the School. Unless otherwise agreed in writing, the signatures of both parents and/or a guarantor and bond will be required.
- c. The School Fees must be paid in full by the parent into the School's bank account by cheque or credit transfer so as to be cleared funds at least 7 days before the start of each term.

## **2. Introductions made by the Consultant**

A parent or student will be deemed introduced by the Consultant where:

- a. There has been no previous application to the School by the parent or student; and
- b. The Consultant is the effective cause of the application to the School being made and is named as such on the application form; and
- c. The student in fact enters the School after payment of any deposit required and the School Fees for the first term.

## **3. Obligations to the School**

- a. The School will provide the Consultant with an adequate number of copies of the School's documents and details of the School's entry requirements.
- b. The School will promptly consider and action on every preliminary enquiry or application that is received and will make all reasonable and necessary arrangements to enable the parent/student to attempt the School's entry requirements including any interviews and examinations.
- c. The School will provide the Consultant with all information necessary for the Consultant to calculate and invoice for introduction fees.
- d. The School will promptly pay the introduction fee in accordance with this agreement.

## **4. Obligations of the Consultant**

- a. The Consultant will ensure that he/she knows and understands the contents of the School's documents and will not make any representations about the School other than in accordance with the School's documents.
- b. The design, text and any data of any publicity being undertaken by the Consultant, which refers to the school is to be approved in advance by the school. Copyright, logo and trading rights on all material shall remain vested in the school and may not be used by the Consultant or other parties without the express permission of the school, in writing and in advance of any usage.

- c. The Consultant agrees to work with the school to help develop publicity and marketing delivery in country under the direction of the school, and as such will make their premises available for school staff visiting the agents country for such purposes. Regular monitoring of materials used by the Consultant about the school will be undertaken and all materials used must be current. Ensuring current information is kept on display will be the responsibility of the Consultant and any new materials required should be requested via St Leonards. The Consultant will also be provided new materials as updates are released or new fees are published. The Consultant is expected to replace out of date materials available to families or students on display in their offices, or used by their Counsellors for issue to families or students. During visits to the Consultant offices staff of the School will check materials.
- d. The Consultant will deal promptly with all correspondence from the parent or the School and will uphold the good name of the School and of British independent education generally.
- c. The Consultant will preserve confidentiality and will not divulge to any third party details of his/her dealings between the parent/student and the School.
- d. The Consultant will act in accordance with the contractual framework of this Agreement set out above and will do his/her best to ensure that the parents understand the School's documents.
- e. The Consultant will ensure so far as he/she can that the parents are credit worthy and that the source of the school fees and any deposit and extras is lawful and will inform the parents that payments to the School must be by cheque or credit transfer but not cash or any method that will cause the School to incur collection charges.
- f. The Consultant will administer the School's entrance tests as required and will ensure that these are carried out under strict examination conditions.
- g. The Consultant will ensure that a guardian has been appointed for the student in the United Kingdom prior to the student's entry to the School.

## 5. Various Circumstances

- a. The introduction fee shall be payable only for a term in which the student attends the School and not in respect of any fees due or paid in lieu of notice.
- b. The School reserves the right to refuse admission or to expel a student on grounds that are lawful and/or set out in the standard terms and conditions or to exclude the student at any time when fees are unpaid.
- c. The School will allow the Consultant reasonable access to the student or to communicate with the student at the Consultant's request.
- d. This Agreement is not exclusive either to the School or to the Consultant. Should a dispute arise between the Consultant and any other party claiming to have introduced a student, the School will withhold payment of the introduction fee until the dispute has been resolved.

Signed on behalf of St Leonards:

NAME: Chantelle Robson ..... *Chantelle Robson*  
POSITION: Registrar .....  
DATE: 14/6/23 .....

Signed on behalf of: *Juliane von Bülow, Better School* .....  
NAME: Dr. Juliane von Bülow .....  
POSITION: Managing Director .....  
DATE: 14 June 2023 .....