

AGENCY AGREEMENT 2012

Agreement: entered today between _____

having the postal address _____
hereinafter called "the Agent", and B.L.C. Ltd. (operating Company of IH Malta & Gozo centres for adults & Young Learners) hereinafter called "IH Malta-Gozo".

This agency agreement is valid from the date of signature of both parties until the 31st December 2012.

- a) The Agent is hereby bound to promote, market and sell IH Malta-Gozo services through their offices in a proper and ethical manner. For all intents and purposes, all dealings are subject to the General Information sheet herewith attached and signed.
- b) IH Malta-Gozo will offer all necessary assistance to the Agent, and will also supply brochures and advertising material related to IH Malta-Gozo.
- c) IH Malta-Gozo will forward gross course rates annually.
 - Commission favoured is 30% on gross course prices, including gross course rates of Adult courses, JuniorsKOOL package and TeensKOOL package.
 - The commission rate on courses for group specific courses remains 25% irrespective of the size of the group/s.
 - Commission on all other packages and special offers is favoured at a flat rate of 25%.
 - 5% commission is paid on gross accommodation when not booked as part of a package i.e. General English course plus accommodation and/or when booking Group Specific courses packages.
 - When accommodation is booked as part of a package, the relevant package commission will apply.
 - No commission is paid on airport transfers, activities and course resource fees.
 - In the event of a student extending their stay and/or booking extra lessons, the appropriate commissions will still be paid to you on receipt of an invoice.
 - Invoices can either be issued Net or Gross. With Gross invoices, relevant commissions will be paid on receipt of an official invoice from the agent.
 - A course resource fee is charged on all courses, packages and special offers.
- d) All bookings are to be made in the same format as per registration form supplied by IH Malta-Gozo or the agents' own letter headed stationery.
- e) Payments and refunds are subject to the conditions laid down in the Terms and Conditions. Invoices are issued as NET to the Agent. Gross invoices are supplied on request. In the event of a student booking through the Agent but paying IH Malta-Gozo directly, a gross invoice will be issued in the student's name. Once the student settles gross amount directly with IH Malta-Gozo, IH Malta-Gozo will pay the appropriate commissions due on receipt of an invoice from the Agent.
- f) All prices quoted are in Euros (€). Bank charges are to be settled by the Agent's.
- g) Full settlement or proof of payment must be sent to IH Malta-Gozo at least 14 days prior to student's arrival. Payment may be effected either by bankers draft or by swift transfer to IH Malta-Gozo account in Malta or by credit card. Payment made by credit card shall be charged an additional 4% bank charge.
- h) This agreement may be modified by mutual understanding, and any additions, deletions or modifications must be made in writing and signed by both parties.
- i) This agreement is not valid if there is a change in name of the Agent, or change of ownership.
- j) The Agent is bound by the attached data processor conditions (**Appendix A**) which is drawn up based on the requirements of the Data Protection Act 2001, Chapter 440 of the Laws of Malta and is an integral part of the agreement.



B.L.C. Ltd

Agent

Dated _____

GENERAL INFORMATION

Courses are held for adults at Beginner, Pre-Elementary, Elementary, Pre-Intermediate, Intermediate, Upper Intermediate and Advanced Levels. Students sit for a placement test and join a class at the appropriate level when participating in groups. All students are required to take an online test at least 14 days prior to their arrival. Morning sessions focus on the four communicative skills of speaking, listening, reading and writing and also incorporate work on communicative grammar, vocabulary enrichment, function and register.

Reduced hours: Should the number of students at a particular level fall to below 3 students, the remaining students will be offered reduced hours (12 lessons General English and 20 Lessons Intensive English) on a two to one or one to one basis

School Days are from Monday to Friday. General English course: 09.00 – 12.30 (15.00 – 18.30 hrs when double banking, Intensive courses 13.00 – 14.30 hrs. Lessons are offered on public holidays except for Good Friday and the Christmas period shutdown. Students may take individual lessons or form part of a mini group during the afternoon hours, at an extra cost.

Accommodation: This includes a variety of: student residence, home stay as well as sharing & private self catering apartments which includes single beds, bathroom facilities, kitchen and sitting room. Hotels 3* to 5*. All hotels have a bar, restaurant and a pool or roof deck plunge pool. Family members or friends accompanying course participants may also book accommodation, through the IH Malta-Gozo, in all the premises offered.

Reservations: Full payment must reach International House Malta-Gozo 14 working days prior to student's arrival.

Payments may be effected either by bankers draft or by swift transfer to **account # 40010251236 to Bank of Valletta, Preluna Branch, Sliema Sort Code VALLMTMT - IBAN # MT23VALL2201300000040010251236**. Kindly bear in mind that international payment procedures may take up to seven working days to process. Credit card payments carry a 4% bank charge over and above the total amount and are subject to classified information accompanied by a written client authorization via e-mail. See our terms and conditions for full details about cancellations and refunds.

Full Travel Insurance is strongly recommended. Covering loss of fees and other expenses which may be incurred due to early or late departure, health, baggage, money etc. Participants are responsible for their own personal effects during school hours. Travel insurance is included in the TeensKOOL and JuniorsKOOL packages. Adults can book travel insurance at competitive rates which are commissionable at 25%.

Fees and Services may be altered without notice, provided that an alternative of the same standard as originally applied for is offered. We reserve the right to exclude any person/persons from our services, if in our opinion the reputation of International House Malta-Gozo is being endangered.

Contact us: Costantino Mifsud. International House Malta-Gozo

Fax: +356 21384137 (Malta) Phone: +356 21384139 (Malta) Cell Phone: +356 79255517

E-mail: marketing@ihmalta-gozo.com website: www.ihmalta-gozo.com

OBLIGATIONS OF THE DATA PROCESSOR

For all intents and purposes of these conditions the agent is deemed to be the data processor and the school is the data controller.

The Data Processor shall have the following obligations:

- The Processor shall process the personal data which forms the object of the Agreement on behalf of the Controller and in compliance with his instructions and the terms of the Agreement;
- The data which forms the object of the Agreement shall be processed exclusively on behalf of the Controller;
- The Data Processor shall implement the necessary technical and organisational security measures which provide an adequate level of security in accordance with the requirements of the Controller;

The Data Processor shall promptly notify the Controller about:

- any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited;
- any accidental or unauthorised access; and
- any request received directly from the data subjects without responding to that request, unless he has been otherwise authorised or required to do so in which case the Processor shall notify the Controller as soon as reasonably practicable;
- any destruction, loss or other total or partial corruption of the data which forms the object of this Agreement.

The Processor shall deal promptly and properly with all instructions from the Controller in relation to his processing of the personal data on the Controller's behalf;

When an instruction of the Controller in terms of this Agreement conflicts or is otherwise inconsistent or is interpreted by the Processor to conflict or be inconsistent with any directives, instructions or advice of the Data Protection Commissioner the Processor shall, upon becoming aware of such directives, instructions or advice, bring this to the attention of the Controller who shall then instruct the Processor as to how to proceed;

The Processor may in his absolute discretion refuse to implement any instruction of the Controller which is inconsistent with any directives, instructions or advice of the Data Protection Commissioner;

At the request of the Controller, the Processor shall submit his data processing facilities for audit of the processing activities covered by the terms of the Agreement which shall be carried out by the Controller and/or an inspection body selected by the Controller composed of independent members and provided that they are in possession of the required professional qualifications and are bound by a duty of confidentiality. **RIGHTS OF THE CONTROLLER**

Throughout the duration of this Agreement, the Controller shall be entitled:

- To instruct the Processor to process the personal data which forms the object of this Agreement on his behalf and in accordance with the Act and the terms of this Agreement;
- To ensure that the processing of personal data by the Processor has been and will continue to be carried out in accordance with the relevant provisions of the Act;
- To ensure that the Processor can implement the security and organisational measures referred to above;
- To ensure that the security and organisational measures as implemented by the Processor are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- To demand compliance with the security and organisational measures as implemented by the Controller;

CONFIDENTIALITY

The Parties agree to maintain all information of which they become cognisant and that which comes into their possession in the course and for the purpose of the proper performance of the Agreement in strictest confidence and secrecy and shall not, save as may be necessary for the proper fulfilment of the Agreement or by joint consent disclose or release any information whatsoever to any other Party.

This shall in no way be interpreted to limit the manner in which the Controller may make use of the data which forms the object of this Agreement or cause such data to be used.