



Guidelines for becoming Agents of London Centre For Training and Development

Criteria for becoming an Agent

- London Centre For Training and Development appreciates that this country educational sector has become highly competitive. This situation calls for innovation on the part of educational providers in identifying credible sources of promoting its services to prospective students. For this reason, the Institution enters into formal contractual arrangements with reputable recruiting agents in various parts of the world. London Centre For Training and Development agents are issued with an authorisation certificate/letter for a maximum period of 2 years.
- It is instructive to note that London Centre For Training and Development is not oblivious to the need to ensure that prospective students obtain a very high level of professional service from its agents. To meet this goal, the Institution has established a criterion for assessing the competence of its agents. The Institution has also established a Code of Ethics for Education Agents.

As a rule of thumb, London Centre For Training and Development recognises only two categories of agents:

1. **Internally reputable Recruiting Agents:** The agents are reputable and selected companies/business entities that have signed a formal contract with London Centre For Training and Development and volunteered themselves into a binding 'Recruitment Agency Agreement' that allows them to advise and recruit students on behalf of the Institution. This agreement is aimed at ensuring mutual benefits for both organisations.
2. **Local Recruitment Agencies:** London Centre For Training and Development sometimes approaches small local, recruitment agencies or are approached by such agencies. Where this is case, the Institution will ensure that the agencies meet United Kingdom standards of ethical conduct in student recruitment.

Immigration Department Compliance

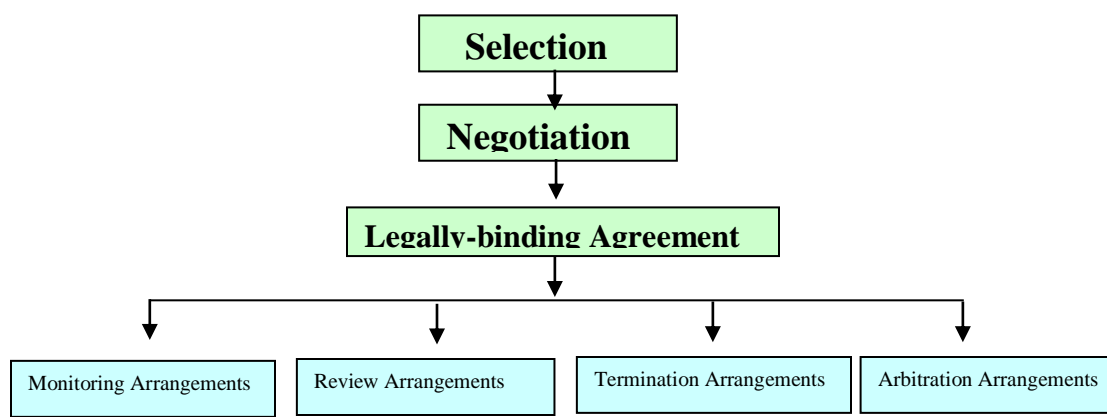
1. The Agent has to confirm that he/she has read and understood the relevant Immigration Department rules, regulations and guidelines for studying in United Kingdom and has kept conversant with the developments as relevant to such representation.



2. The Agent will not engage in any false, misleading or deceptive conduct or otherwise contravene any of London Centre For Training and Development's obligations towards the government, the public and students as a whole.
3. The Agent will only accept those students who, to the best of their knowledge, meet the visa requirements as specified in the immigration rules, and who are likely to meet the conditions of their permission to enter or stay in United Kingdom.

Note: Depending on the regions or countries, the agents might be called representatives for the Institution, Education Consultants, Consultancies or Overseas Student Advisors. All prospective students must be ensured that they are only dealing with current agents of London Centre For Training and Development and that their contracts have not been cancelled or unilaterally or mutually terminated.

Agents Recruitment Procedures - Step by Step



Selection

A prospective agent may offer his or her services, be recommended, or otherwise identified by the Institution. In order to consider the use of such an agent, the institution requires that:

- **Credible Legal Standing/Identity:** The agent must have legal standing empowering him/her to operate legally.
- **Accreditation recognised accreditation body:** The agent must be accredited by the relevant body.
- **Recognition by the local accreditation body (where applicable)**



- **Previous Reputation:** London Centre For Training and Development prefers to work with agents who have already established their reputation in the market both locally and internationally. However, the institution also works with some promising agents.
- **Intended Advertising/ Promotional Code:** The agent must follow the Promotional Code of the London Centre For Training and Development
- **Economic indicators:** London Centre For Training and Development requires the agent to submit his/her business plan and financial report (if any).
- **Legal Compliance:** The agent must comply with the rules and regulations of the relevant bodies.
- **Appreciation of London Centre For Training and Development Code of Ethics and Code of Ethics for Education Agents:** The agent must be obliged to accept the rules and regulations of the 'London Centre For Training and Development Code of Ethics and Code of Ethics for Education Agents'.

These matters should be fully investigated by the Marketing Manager (or nominee) who should seek information from local government offices and agencies, government offices and agencies based in the country, other HE institutions for which the prospective agent may have worked, and the prospective agent. On the basis of these investigations, the Marketing Manager should advise the Head of Administration whether or not to proceed with the appointment procedure.

Negotiation

Where the Head of Administration authorises the procedure to continue, the Marketing Manager or (nominee) should negotiate arrangements with prospective agents. These should cover the obligations of the agent and restrictions upon their conduct, the obligations of the Institution, and arrangements for monitoring, commercial arrangements, financial arrangements, procedures for terminating the agreement, arbitration, and matters of legal jurisdiction.

Legally-binding Agreement

Once arrangements have been negotiated with an agent, they should be embodied in a legally binding agreement or contract. The contract should be signed by the Marketing Manager on behalf of the Institution and by the agent.

The Obligations of London Centre For Training and Development

London Centre For Training and Development obligations are:

- To make an adequate supply of approved promotional materials available as well as details of the fee structure.



- To advise the agent when courses are filled or capacity limited.
- To advise the agent promptly of any new or additional courses or of any substantial variation in the syllabus for a course.
- To record and notify the receipt of all applications prior to forwarding them to the Admissions Office for processing.
- To deal promptly with enquiries from the agent.
- To send members of Institution staff on a number of occasions, annually/ to be agreed with the agent, to support the latter's work in promoting the institution and advising potential applicants.

Register of Approved Agents

Once the contract has been concluded, the agency may be entered on the Institution's Register of Approved Agents. The information held on the Register includes:

- The name and address of the agent
- The date of the formal agreement of the contract and the date on which it will end.

Monitoring Arrangements

Monitoring will be undertaken by the Head of Administration (or nominee), and include visits to the agent by the Chief Executive (or nominee). The Head of Administration will monitor the activities of the agent. He or she will assess whether the agent is fulfilling the terms of the agreement.

In the event of a perceived breach of obligations or of restrictions, the Head of Administration will notify the agent and require remedy within fourteen days. If a remedy is not forthcoming, the Head of Administration may terminate the agreement, following which the name of the agent will be removed from the approved register.

Review Arrangements

At the conclusion of the contract, the agreement will be subject to formal review. The review will seek to establish:

- Whether the agent retains the status within the educational community, financial standing, and legal status to be re-appointed.
- Whether the agent will continue to be able to discharge their obligations and abide by institution imposed restrictions.



The review will be conducted by the Head of Administration (or nominee) who would consult with the Chief Executive. The Chief Executive will then decide whether or not the contract should be renewed and the agent's name should be allowed to remain on the register.

Termination Arrangements

The Institution reserves the right to terminate the agreement in the event of it being breached by the agent, the latter engaging in conduct which is prejudicial to the Institution, the insolvency of the agent, a change in management or control without the consent of the Institution, or the death or incapacity of an agent.

Legal Jurisdiction

The Institution insists that United Kingdom Law governs the agreement and that any proceedings arising out of it should be brought in United Kingdom, but that it may, if necessary, pursue proceedings in any jurisdiction it thinks appropriate.