

STUDY TOUR AGREEMENT

BETWEEN: **IH SYDNEY TRAINING SERVICES PTY. LTD. ("IH Sydney") (ABN: 24 077 578 093)** of
Level 1, 203 Clarence Street, Sydney NSW 2000, Australia trading as International House Sydney

AND: **Company Name and trading name ("THE AGENT")**
of ***insert address***

THE PARTIES HEREBY AGREE AS FOLLOWS:

Insert company name ("THE AGENT") is hereby appointed an agent of IH SYDNEY TRAINING SERVICES PTY. LTD. ("IH Sydney"). This appointment is for a non-exclusive agency.

THE AGENT agrees to ethically promote the college during the period of this contract. The agent shall be responsible for all costs of such promotions, unless the college has agreed in writing to pay a part of those costs. If IH Sydney discovers the agent to be engaging in any dishonest practices, including representing students who are not genuine and who will not comply with the conditions of their visa, then termination of the agreement will follow immediately.

1. Responsibilities of IH SYDNEY

The parties agree that IH SYDNEY is responsible for the following aspects of the Study Tour:

- commences when Students and associated Tour Leaders of THE AGENT arrive on the date and at the place specified in Item 1 of the Schedule, and
- ends when the Participants arrive at the airport and on the date specified in Item 2 of the Schedule.

2. Responsibilities of THE AGENT

- THE AGENT is responsible for all arrangements that are not the subject of this Agreement, including international travel, passports, visas, vaccinations and health insurance.
- THE AGENT will ensure that the Participants have comprehensive travel insurance, which must include cover for medical expenses, repatriation, personal accident and liability, theft and cancellation. THE AGENT will ensure that each Participant is aware that it is their responsibility to provide their insurer with information about any pre-existing medical condition.
- All insurances must be in place prior to departure on the Study Tour from the Participants' home country.
- THE AGENT is responsible to arrange Tour Leaders, **who have at least an Upper Intermediate or Advanced level to English**, to coordinate with IH SYDNEY and supervise

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CRICOS Provider Code 02623G RTO 91109

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the students.

- Tour leaders with little or no English will be sent home immediately at THE AGENTS expense.

3. Commission Rate

All Study Tours are quoted as NETT fees. No commission is payable on Study Tours.

4. Price Quotation

STUDY TOUR QUOTE: **(Name of STUDY TOUR)**

Price: \$ per student

- All prices are specific for the quoted Study Tour, and are subject to change.
- Prices are in Australian Dollar.
- Participants must travel to Australia with adult Tour Leaders from their home country and Tour Leaders must act as guardian during the entire program period.
- The minimum age for Study Tour participants is 12 years old, at the time of the Study Tour. Under no circumstances will any student under the age of 12 be allowed to participate in the Study Tour.

The above quote includes the following:

- **Airport transfers**
 - Arrival: Airport transfer to IH by private shuttle. Families pick up students from school and take to Homestay.
 - Departure: Private shuttle direct from families to airport.
 - Opal cards may be distributed to students at the airport, at the request of the agent in advance
- **Closed Group or Open Class** English Language Tuition as per program
- **Closed Group or Open** activities
- Single, Twin or Triple Homestay accommodation
- **Homestay for Tour Leaders**
- **Weekly travel/public transport cards**
- **Full day weekend activities**
- **Breakfast and dinner, plus light lunch on weekends**
- **Materials Fee**
- **Certificates and Farewell Party**
- **IELTS Exam fee**

5. Enrolment and Payment Procedure

Step 1: It is THE AGENT'S responsibility to confirm with IH Sydney the exact items to be included in the Study Tour, as quoted above. Only items in #4 Study Tour Quote will be

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included in the actual Study Tour. It is also THE AGENT'S responsibility to confirm with IH Sydney the number of students, the date of Study Tour commencement and to provide IH Sydney with the following:

- List of Participants and **a copy of each passport**, including full name, date of birth, gender, passport number, passport's expiry date
- Completed Home Stay Application Form
- Administration Fee of AUD 100 per student

Step 2: After receiving listed documents, IH Sydney will issue invitation letter to assist with the visa applications.

Step 3: After receiving the invitation letter, THE AGENT will make a payment of 10% of the total program fee to IH Sydney as deposit.

Step 4: 14 days prior to the commencement date, THE AGENT will pay the remaining balance of the total program fee. It is at the discretion of IH Sydney to allow late Enrolments to the Study Tour, after the List of Participants has been received. There is a \$250 additional fee for all students enrolled after the original list is sent.

If transport is arranged by IH Sydney, there is allowance of 1 big suitcase and 2 handbags per student. If a student has more, additional charges will apply. Agent will provide IH Sydney with all transport details a minimum of 5 days prior to arrival.

6. **Homestay Placements and Families:**

- It is THE AGENT'S responsibility to create the List of Participants noting roommates (students to be placed together into select families), allocating same gender students to be placed into Homestay Families.
- The List of Participants with all details as allergies and special requests must be provided to IH Sydney 4 weeks or more prior to arrival. If lunch is provided, please inform us of allergies or other medical conditions of each student
- Students will be allocated to Homestay Families 1-2 weeks prior to arrival.
- Guardianship letters must be received by IH Sydney 2 weeks prior to the Study Tour arrival.
- **Once students are placed with families, students will not be moved and no changes are allowed until after arrival in Australia.**
- Study Tour Leaders may move students to/from the original allocated families after arrival in Australia.
- Students may only be moved from families in the event that the family is deemed unsuitable by IH Sydney, its accommodation provider partner, and THE AGENT.
- Students must be respectful of the ethnicity and background of the homestay family.

7. **Airport Pick Up: Important Notes**

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- Please print and keep the APU sign with you in case you need to contact us on the day of your arrival.
- It is your responsibility to provide International House and our APU partner, Global Experience, with the correct flight details prior to your arrival. **If your flight details have changed, please let us know immediately by contacting IH Sydney or by calling the Global experience emergency number on +61 430 008 448. You can also email us at change@globalexperience.com.au or info@ihsydney.com.au prior to your arrival.**
- Our driver will wait at the designated area up to two hours after your flight has landed. If the driver is unable to locate you and he doesn't hear from you or Global experience, he will leave the airport. If you miss the initial pick-up and would like to request the driver to return to the airport, a new pick-up fee applies.
- If you wish to cancel your booking, IH Sydney or Global Experience must be notified at least within 48 hours prior to your arrival otherwise you are not eligible for any refund on your booking. You must receive a confirmation via email or SMS from IH Sydney or Global Experience to confirm this cancellation.

8. Study Tour Leaders, duties and responsibilities:

- All Study Tour Leaders must have an Upper Intermediate or higher level of English. Any Tour Leaders below this level must be replaced.
- Study Tour Leaders are required to sign the Study Tour Leader contract on their first day at IH Sydney. This is attached to this Study Tour Contract.
- Study Tour Leaders must provide Australian phone number and be contactable via mobile telephone and accompany students at all times.
- All students must return to IH Bondi with group leaders and teachers after all activities unless written permission is given to the Study Tour Manager at IH Sydney.
- Study Tour Leaders must come to the school every day and be responsible for students at all times.
- Any leader not adequately looking after students, or who fails to come to the school on a daily basis, will be sent home at THE AGENTS expense.
- Tour Leaders are responsible for organising, encouraging and counselling the students in the Study Tour.

9. Transport Cards:

- If included in their program, all Study Tour Participants receive a public transport card (Opal Card) from IH Sydney. There is a \$25.00 fee, per card, for all lost, destroyed or damaged cards.
- At the end of the Study Tour, Tour Leaders are responsible for collecting all Opal cards and returning to staff at IH Sydney.

10. Class Attendance and Etiquette:

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- Attendance in class is mandatory. Study Tour students are not allowed sick days, and must come to school every day.
- Class attendance will be taken daily. Any missing students reported to the Study Tour Leader immediately.
- On Day 1, all students are placed into English language classes. Students are required to come to class on time and speak in English every day. Students may not change classes, or attend a different class, without the approval of IH Sydney and the Study Tour Leader.
- Class schedules, including starting and ending times, can only be changed if written confirmation is received from the agent and confirmed by IH Sydney in writing.

11. Additional Notes:

- After enrolment, THE AGENT will receive access to the IH Sydney Online Placement Test. All students must complete the test prior to arrival so class allocation may be completed prior to the first day.
- Study Tour students under the age of 16 are not allowed to participate in General English Open Classes.
- Participation in General English Open Classes is subject to availability in these classes.
- While we will endeavour to offer the activities described in the quote, these are only a sample. Activities are subject to change due to weather and the needs of IH Sydney and other student groups
- Teachers do not participate in the Study Tour Activities unless arranged in advance.
- Study Tour Group Size is 12 or larger for teachers to participate in Study Tour Activities.

12. Payment details

Name of Account: **IH Sydney Training Services Pty Ltd**
Bank: NAB (National Australia Bank)
BSB: 082-057
Account No: 14-430-3676
Swift Code for overseas bank transfer: **NATAAU3303M**

13. Refund Policy

- The Administration Fee of AUD 100 per student is non-refundable. In case the visa application is refused, the Administration Fee will be transferred to the next enrolment.
- Study Tour fees are non-refundable except under the following circumstances:
 - (a) IH Sydney will issue a full refund to a student if the visa application is refused. In this case, the refund will be processed within 4 weeks of the default date.
 - (b) In the event of cancellation by IH Sydney, a full refund of all fees will be paid by IH Sydney.
 - (c) In the case of a genuine severe illness, serious accident or death of an immediate family member, IH Sydney will issue a full refund less booking fees of AUD 500.



14. Duration of Agreement

This agreement will only be effective for the Study Tour described in section 4.

IH Sydney will enforce immediate termination of this agreement if THE AGENT is found to be in contravention of the National Code 2007.

Neither party can be held liable for any debts or liabilities incurred by the other party in fulfilling the terms of this agreement, unless expressly agreed in writing prior to their occurrence.

Each party hereby acknowledges its acceptance of these terms and conditions through the signing and dating of this agreement.

15. Force Majeure

In case a force majeure event impacts on IH Sydney's ability to deliver its services, for the duration of the force majeure event, the contractual obligations of the contract will be put on hold. Once the event has ended, the contract will recommence.

SIGNED on behalf of IH Sydney

By _____

Position _____

Date: _____

SIGNED on behalf of THE AGENT

By _____

Position _____

Date: _____

Attachments:





**International
House**
Sydney City, Bondi & Darwin



- Schedule of weekdays and weekend activities
- Placement test (Writing + Grammar part)

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