



TERMS & CONDITIONS

1. Introduction

1.1. These Terms & Conditions govern the agreement between UK BOUND LTD (hereinafter referred to as "UK Bound", "the Agency" or "we / our") and the customer (hereinafter referred to as the "Client" or "you / your") who wishes to avail of our services. Upon agreeing to these terms and conditions and upon UK Bound's confirmed receipt of the necessary fees, you may be defined as a UK Bound Client and requested to share further information to complete your registration.

1.2. Our services include, but are not exclusively limited to, providing guidance and assistance in applying to UK Higher Education Providers, including document preparation, application filing, regular discussions in English to help language and cultural awareness, correspondence with relevant stakeholders, visa support and academic preparedness. We also offer post-arrival support for clients who have received and accepted their Confirmation of Place. This is not an exhaustive list, and we endeavour to offer tailored services that may occasionally differ from those listed here or elsewhere in our published content.

1.3. The Agency is committed to providing professional guidance and services through measured success and achievable targets. The Agency encourages able and motivated clients from any background to achieve their academic goals and welcomes candidates who are dedicated to studying at UK Higher Education institutions. The Agency wishes success to all of our clients in that they will benefit from our services and gain the potential to succeed in their academic and personal endeavours.

1.4. By engaging the Agency's services, the Client agrees to be bound by these Terms & Conditions. These Terms & Conditions constitute the entire agreement between the parties, superseding any prior agreements or understandings.

1.5. If there is any doubt over interpretation between the English and Chinese versions of these Terms & Conditions and Privacy Policy, the English version will prevail.

1.6. The most up-to-date Terms & Conditions and Privacy Policy can be found on our website or requested directly via e-mail at info@ukbound.org

2. Services Provided

2.1. The Agency offers comprehensive university application services, including but not limited to educational counselling including tutorials with former university teachers, university selection strategy, document preparation, application submission, and interview preparation, subject to the plan chosen and paid for by the Client. The date of funds received will act as the date services commence and receipt of payment may be used to verify this. Where requested, UK Bound agree to provide company invoices for all paid fees.

2.2. The Agency will make reasonable efforts to provide accurate and up-to-date information to the Client with the aim of supporting the Client's admittance to UK Higher Education, but it is the Client's responsibility to meet the specific requirements in each application. In this manner, our services may be seen as facilitation with each service provided designed to support the client's academic aspirations.

2.3. The Agency agrees to provide a booking service (appointments made with mutual consent and in a reasonable and timely manner) where the Client can join lessons, workshops, tutorials and discussions aimed at improving the Client's English language skills, academic abilities and careers aspirations with the main focus being on UK Higher Education admittance and academic improvement – this booking service is available to clients who have paid for a corresponding plan.

2.4. Our services are designed for adults and all clients should be aged 18 or above, on the date of registration to UK Bound.

2.5. The Client agrees to allow UK Bound to agency authority when making an application to a UK university. This includes making a representative application, consent to act on the application and the right to correspond with relevant authorities. The Agency agrees to share all relevant information to the Client regarding his/her application and correspondence.

2.6. If the Client does not meet the English language requirements or is unable or unwilling to sign-up for a pre-sessional course in the UK to support their main degree application (RQF levels 6-8), UK Bound may be unable to progress an application while these conditions remain. During this period, UK Bound will continue to provide paid for services, including, where applicable, our immersion programme, academic preparation training and English language lessons. If all offers are rejected or the deadline to meet required conditions passes, UK Bound may suspend these services and open negotiation with the Client regarding making future applications.

2.7. If the Client signs up for our 'emergency contact' service (as part of post-arrival support; 'All-in support' Plan), further registration will be required on arrival in the UK. The Client must state they wish to avail the Agency of this service and agree to provide necessary information.

3. Client Responsibilities

3.1. The Client must provide accurate and complete information to the Agency to facilitate their university application process. The Client understands that failure to provide up-to-date and accurate information may negatively impact their admittance to UK Higher Education.

3.2. The Client shall adhere to the deadlines set by the Agency for submitting required documents and information. Failure to meet deadlines may hinder the Agency's ability to fully support the Client's application and the bespoke services we provide.

3.3. The Client is responsible for ensuring the authenticity and accuracy of all documents provided for application purposes. The Agency shall not be held liable for any misrepresentation or fraudulent submission. The Agency has the right to authenticate and verify documents submitted through independent means, including the right to third-party access of Client documents with the aim of verifying authenticity.

3.4. The Client is responsible for meeting all the university entry requirements, including but not limited to academic qualifications, minimum GPA or grades, English language proficiency test (or alternative methods of meeting English language requirements, discussed in advance with the Agency), letters of recommendation, personal statement, sample essay, and interview. The Client is further responsible for meeting the maintenance requirements for the visa application

(where necessary) and sharing supporting documents to the Agency, needed to support a student route visa application and meet UK Immigration Rules with the aim of getting a student route visa to support lawful residence in the UK during the client's period of study, unless the Client has alternative Right to Study that satisfies the applied-to UK universities. The Client agrees to prepare their documents and applications alongside UK Bound support and submits documents to our agents to be checked and provided with feedback. Where the Client provides supporting documentation or contacts the applied-to university(ies) without consent from UK Bound, we bear no responsibility for any resulting action.

3.5. The Client is fully responsible for paying all necessary fees toward their application and study in the UK, including but not limited to, university application fees, visa application and biometric appointment booking fees, offer placement holding fees (including deposits), tuition fees, travel expenses, accommodation fees and any other fees associated with the Client's applications and studies in the UK. Failure to pay necessary fees to the applied-to UK university may harm the Client's interests and while UK Bound may offer advice we cannot be held responsible for any resulting actions due to failure to pay.

3.6. The Client is responsible for attending scheduled meetings, including live discussions with native English speakers, UK Bound counsellors, seminars, workshops and other forms of engagement designed to improve the Client's chances of success. The Client understands that failure to participate may damage their chances of academic success and receiving their desired university offers.

3.7. The Client agrees to engage with UK Bound staff and fellow students in a polite, professional and mature manner using appropriate language.

3.8. The Client agrees not to share or disclose information about UK Bound staff, fellow students or documents sent to the Client with external parties. The Client further agrees not to record lessons without written permission from a UK Bound Director.

3.9. On registration with UK Bound, the Client agrees to declare any prior criminal convictions, serious financial debt, mental/physical attributes or life-threatening conditions that may undermine or damage the Client's chances of receiving an offer from a UK Higher Education institute or cause undue inconvenience in their application(s) or journey to the UK. For example, where a client may have a certain physical disability, this should be declared prior to registration so that UK Bound agents may make adequate preparations in line with the client's application and needs such as wheelchair access to accommodation or written aids for the hard-of-hearing. Any other special requests should be discussed upon registration and agreed in writing.

4. Agency Responsibilities

4.1. The Agency agrees to make ourselves available to the Client and correspond in a professional and timely manner.

4.2. Where all documentation related to a UK university application is ready and the specific application is agreed between both parties, the Agency shall ensure key deadlines for document submission and representative applications are made in-time.

4.3. Where an application is likely to be unsuccessful, the Agency should discuss in advance with the Client and prepare alternative options. The Agency is responsible for ensuring the applied-to UK university's entry requirements are shared with the Client – both academic and non-academic requirements.

4.4. The Agency ensures an improvement plan, study materials and live discussion meetings (in the form of online tutorials, seminars, workshops) are available to the Client. The exact range of services to be availed is dependent on the plan the Client has paid for.

4.5. The Agency agrees to share all representative correspondence directly with the Client upon request. This includes representation with UK Higher Education Providers, UK Home Office (including the UKVI), financial sponsors and all other forms of official representation on behalf of the Client. Further, any important updates affecting the Client's application should be shared in a timely fashion, for example a major change in admissions or UK visa policy.

4.6. Any attempt from a third-party that the Agency believes has credence to exploit or defraud the Client must be discussed in a timely manner in order to minimise risk against the Client.

4.7. The Agency's Director and executive board must ensure the number of places available on academic preparation, English language and immersion programme courses remain open to new clients.

4.8. The Agency will make every effort to ensure the Client is given suitable and accurate information in a timely manner regarding their offer, CAS and any pertinent information as concerning the Client's entry requirements, accommodation deadlines, tuition fees and other information to make an informed decision and act by deadlines set by the UK Higher Education institute.

4.9. The Agency will make reasonable attempts to understand the Client's academic level, aspirations and non-academic related materials to support their application to an appropriate university and programme, agreed upon in meetings and signed by the Client in their Personal Decision Report.

4.10. Where a UK university makes major changes to a programme of study after an unconditional offer has been issued to the Client and the Client accepted the offer, the Agency must immediately notify the Client. The Agency cannot be held liable for any such sudden decisions made by the university, but agrees to advise the Client where the change severely and negatively affects the Client's original academic aspirations.

5. Mode of Communication

5.1. The Client agrees to register and use certain app's to correspond and attend online sessions with UK Bound staff. UK Bound request clients to use 'DingTalk' as the main mode of engagement for UK Bound services. UK Bound will aim to provide most lessons, seminars, workshops and one-on-one tutorials in this medium. We may also use 'Wechat' and e-mail for continued administrative correspondence. Zoom, Skype and MS Teams may also be used to engage with clients and where necessary, the Agency agrees to make suitable arrangements, following agreed schedules, to accommodate certain Clients. The Client should make every effort to use these software to engage in Agency services but where this is either wholly impractical, unreasonable or evidentially impossible, UK Bound will try to provide services in alternative mediums.

5.2. UK Bound may record lessons and workshops for the use of improving our services, training new staff and as opportunities for recapping. The Client agrees to be recorded when engaging in UK Bound services in online sessions.

5.3. The primary mode of communication will be in English. UK Bound may also offer discussion in Chinese which will be predominantly in an administrative capacity.

6. Payments

6.1. The Client agrees to pay the Agency the agreed-upon fees for the chosen Plan, with current prices as stated on our website or as stated directly by a UK Bound agent. Payment details or commonly accepted modes of payment will be provided to the Client upon request though are expected to go through our payment portal (see section 6.4).

6.2. Cash is not an accepted form of payment.

6.3. Payment must be made in full by the Client, and receipt confirmed by us, before the commencement of our services, unless otherwise agreed in writing between the parties. As part of the payment process, the Client may be asked to enter payment information through a secured payment portal system. UK Bound agree to not record or hold any Client's personal banking information without their express consent.

6.4. UK Bound relies on 'Convera' Payment Platform as its payment service provider. In making payment through this portal, the Client should agree to Convera's Terms of Use.

6.5. All fees paid to the Agency are non-refundable, except where the Client has paid for Plan '1. Admissions & Visa Support' and either of the following apply:

a) Every university the Client applied to with Agency support gives rejection and this is confirmed in writing. In these instances, the Agency will notify the Client of total rejection. The Agency will discuss with the Client on whether to proceed with future applications and continue to provide support or terminate this agreement. This decision will be confirmed in writing. If the Agency or Client decides to terminate the agreement based on total rejection, a full refund of the initial paid fees will be sent to the Client within 28 days of the written decision. The Client also has the right to evidence all rejections and request a refund from the Agency who will refund the Client within 28 days of receiving this request. Verification may be required. The Agency will refund using the original payment method unless this is not possible and will request the Client make available an alternative method to receive the refund.

b) Early get-out clause – the Client decides within 5 business days of registration with the Agency that they would like to withdraw their registration. In such cases and where no serious work has been completed by the Agency, UK Bound will agree to send a full refund, minus a 3% administrative fee.

6.6. Under certain circumstances, a partial refund of fees may be given to the Client where the Client has paid for a Plan offering various services but failed to receive an offer (conditional or unconditional):

a) Where the Client has paid for Plan '3. Entry Essentials' and failed to receive an offer of admission but has been provided with personal improvement sessions (immersion programme, English language training and academic improvement), the Agency agrees to refund 20% of the original paid fees.

b) Where the Client has paid for Plan '4. All-in Support' and failed to receive an offer of admission but has been provided with personal improvement sessions (immersion programme, English language training and academic improvement), the Agency agrees to refund 25% of the original paid fees.

6.7. UK Bound agree to provide an electronic invoice to the Client within 10 working days of receipt of payment and upon request.

6.8. Any additional requests for payment from UK Bound to the Client, related to further UK Bound services must be discussed and agreed in advance. For example, when a client wishes to upgrade to a higher package deal.

7. Limitation of Liability

7.1. The Agency shall not be held responsible for any rejection of the Client's university application or any other unfavourable outcomes in the university admission process if the Client does not fulfil all his/her responsibilities as shown in "3. Client Responsibilities".

7.2. The Agency shall not be liable for any direct, indirect, incidental, or consequential damages arising from the provision of its services.

7.3. The Agency's liability for any claims arising out of the services provided shall be limited to the total amount paid by the Client to the Agency for the specific Plan or Single Service.

8. Early Termination

8.1. Either party may terminate the agreement by providing written notice to the other party.

8.2. In the event of termination, the Client shall not be entitled to any refund of fees paid to the Agency.

8.3. Where the Agency has confirmed fraudulent, intentionally inaccurate or false information or documents have been provided by the Client, the Agency may terminate this agreement and all services to the Client.

8.4. The Client has received all rejections from UK Higher Education institutes and the Agency believes the Client is not likely to gain future admittance to a UK university. In this instance, the Agency will formally notify the Client and terminate this agreement with the right to cease ongoing services immediately.

8.5. Where the Client has been found to knowingly share internal Agency documents or information with external parties and the resulting action harm's UK Bound's interests, divulges sensitive information to potential competitors or jeopardises UK Bound's reputation or ability to conduct business, the Agency has the right to terminate the Client's registration and seek legal action against the Client.

8.6. The Client has consistently failed to attend scheduled meetings or provide necessary materials to generate the foundations of an application. In such circumstances, two official warnings must be given to the Client first and thereafter the Agency may look at terminating the Client's registration.

8.7. Where the Client exhibits rude behaviour to fellow students or UK Bound staff, the Agency should first give a verbal warning. If behaviour does not improve, a written warning stating specified behaviour should be sent to the Client. If rude behaviour continues to be exhibited, the Agency has the right to terminate the Client's registration and cease on-going services.

9. Governing Law and Jurisdiction

9.1. These Terms & Conditions shall be governed by and construed in accordance with the laws of the England and Wales, without regard to conflict of laws principles. Where applicable, including in the cases of information collection, customer engagement and the usage of Chinese social media applications, UK Bound agree that these terms and conditions may be governed in accordance with the laws of the People's Republic of China. UK Bound further agree to open records to audit should either UK or Chinese Governmental authorities require.

9.2. Any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

9.3. The Agency shall not be held liable for any impact to our ability to normally function where there is an exerting influence beyond our reasonable control, including in the event of natural disaster.

10. Dates

10.1. The start of these Terms and Conditions commences when the Client digitally agrees and freely gives consent to abide to these Terms and Conditions and services may commence when UK Bound confirm receipt of payment.

10.2. The Agency must avail our Services to the Client upon confirmation of payment for the desired plan. It is expected the Client makes payment in conjunction to agreeing to these Terms and Conditions. Where payment is received and a Client has not agreed to these Terms & Conditions, UK Bound may withhold services until payment is received or return the funds – such cases will be deemed as invalid registration.

10.3. Where the Client has paid for Plan '2. Educational Preparation', the end date of services provided shall be the length of the course as stated on the website, or superseding this, where a UK Bound agent states a specific length during initial discussion.

10.4. The end date of services provided for Plans '1. Admissions & Visa Support' or '3. Entry Essentials' shall be the day the Client receives a Confirmation of Acceptance for Studies (CAS) from a UK university that the Agency has supported the Client in their application, though the Agency may continue to offer services to the date of arrival to the UK, including in providing visa support. Where a date cannot be clearly defined, e.g., a CAS cannot be issued or the Client has no need for a CAS, the end date will be given by the Agency to the Client in written confirmation and should include support up until the date of departure, or any point listed under '*8. Early Termination*'.

10.5. When the Client signs up for a post-arrival support plan (including Plan '4. All-in Support'), UK Bound will offer post-arrival support in line with our advertised services for exactly one year from the date of arrival to the UK. Where the client is already in the UK, this will be from the date of receipt of payment.

By engaging the services of UK BOUND LTD, you acknowledge that you have read, understood, and agreed to these Terms & Conditions.