



## Terms & Conditions

### 1. THE AGREEMENT AND JURISDICTION

1.1. Designation: UK Bound LTD (also trading as "UK Bound") is a company registered in England and Wales with the company registration number 15045850, and fixed address at: 86-90, Paul Street, London, England, United Kingdom, EC2A 4NE.

1.2 Contractual Parties: This legally binding agreement ("the Agreement") is made between UK BOUND LTD, a company registered in England and Wales (hereinafter referred to as "UK Bound", "the Agency", "we", "us", or "our") and the individual student or applicant (hereinafter referred to as the "Client", "you", or "your") who seeks to utilise the Agency's professional services.

1.3. Acceptance of Terms: By checking the "I Agree" box on our digital registration form, making payment for any Agency service, or continuing to engage with the Agency's services after notification of any updates, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions, as amended from time to time. These Terms constitute the entire agreement between the parties and supersede all prior negotiations, representations, or understandings, whether written or oral.

1.4. Update to Terms: UK Bound Ltd reserves the right to update or amend these Terms and Conditions from time to time. Where material changes are made, Clients will be notified via email or through our website. Updated Terms shall take effect from the date of publication unless otherwise stated. Continued use of the Agency's services following such notification constitutes acceptance of the updated Terms. If the Client does not agree to the updated Terms, they must immediately cease using the Agency's services.

1.5. Governing Law and Jurisdiction: These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Both parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

1.6. Professional Remit: UK Bound Ltd operates as an education consultancy facilitating admissions to UK Higher Education Providers. While we possess expert knowledge of UK immigration policy, the Agency is not a firm of solicitors and is not registered with the Immigration Advice Authority (IAA), formerly the Office of the Immigration Services Commissioner (OISC). Our visa support services are administrative in nature and do not constitute regulated legal advice.

1.7. UK Bound Ltd operates as a fully remote, digital-first education consultancy. All services are delivered online via digital platforms, and the Agency's registered office and any administrative premises are not customer-facing locations. Clients acknowledge and agree that no in-person appointments, walk-in services, or on-site consultations are offered unless expressly agreed in writing by the Agency.

1.8. The English version of this document is the sole legally prevailing version.

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### 2. COMPREHENSIVE SERVICES PROVIDED

2.1. Educational Counselling and Strategy: The Agency agrees to provide professional guidance including, but not exclusively limited to, university selection strategy, course suitability assessments, and tutorials led by experienced academic professionals or former university teachers.

2.2. Application Support and Document Preparation: We will assist in the preparation, review, and refinement of all necessary application documents, including Personal Statements, Curriculum Vitae (CV), Reference Letters, and Portfolio submissions. This support is designed to enhance the Client's academic profile and meet the specific entry standards of UK Higher Education institutions.

2.3. Language and Cultural Immersion: Our services include regular discussions, workshops, and tutorials conducted in English. These sessions are intended to improve the Client's linguistic proficiency, academic preparedness, and cultural awareness in anticipation of their relocation to the UK.

2.4. Post-Arrival Support: For Clients who have purchased the corresponding plan, the Agency offers post-arrival support, including "Emergency Contact" services. This service requires separate registration upon arrival in the UK and involves providing specific local contact information to facilitate the Client's transition.

2.5. Non-Exhaustive List: The Agency endeavours to offer tailored services. Consequently, the specific tasks performed may occasionally differ from those listed in published marketing materials to suit the unique academic requirements of the Client.

2.6. The Agency's services are designed for adult Clients. By entering into this agreement, the Client confirms that they are at least eighteen (18) years of age at the time of registration. For child clients, please see the provision below in 2.7.

2.7. Where a prospective Client is under the age of eighteen, UK Bound Ltd may only provide services subject to separate written agreement and the express written consent of a parent or legal guardian, who shall be jointly bound by these Terms and Conditions. In general terms, the client would need to be eighteen (18) years of age by the time they begin study at a programme of study at RQF 6 or above. Parents or legal guardians should contact an authorised UK Bound agent prior to registration and discuss provisions for any child-client(s).

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### **3. SCOPE OF AUTHORITY AND REPRESENTATION**

3.1. Nominated Representative Status: The Client hereby appoints UK Bound Ltd as their official Nominated Representative for the duration of the application cycle. This authority grants the Agency the right to act on the Client's behalf in all dealings with UK Higher Education Providers, UCAS, and relevant administrative bodies.

3.2. Representative Applications: You expressly consent to the Agency making "Representative Applications" (also known as nominated applications) on your behalf. This includes the Agency's right to:

- Register and manage application portals (e.g., University-specific portals or UCAS).
- Use Agency-controlled email addresses for the purpose of controlling and monitoring application progress.
- Receive and respond to correspondence from Admissions Officers and international recruitment teams.

3.3. Consent and Correspondence: The Agency agrees to share all relevant updates and correspondence received from institutions with the Client in a timely manner. The Client must sign and return a "Consent Letter of Authority" provided by the Agency to facilitate third-party correspondence and ensure compliance with institutional security protocols.

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### **4. DATA PROTECTION AND GDPR COMPLIANCE**

4.1. Data Controller and Processor Status: In accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, UK Bound Ltd acts as:

- Data Controller: In respect of the personal data we collect to manage your account, process payments, and maintain our business relationship.
- Data Processor: In respect of the sensitive personal data we handle, store, and transmit to third-party institutions (Universities and the Home Office) to fulfil our contractual obligations to you.

4.2. Lawful Basis for Processing: We process your data under the following legal bases:

- Contractual Necessity: Processing is required to fulfil the services outlined in this agreement.
- Legal Obligation: Processing is required to comply with UK financial regulations and immigration reporting requirements.
- Consent: Where you have provided express permission for us to handle Special Category Data.

4.3. Handling of Special Category Data: The Client grants express consent for the Agency to process sensitive information, including but not limited to health records (for disability support requirements) and criminal conviction declarations, strictly for the purpose of evaluating and progressing university applications.

4.4. Third-Party Data Transfers: By engaging our services, you authorise UK Bound Ltd to transfer your personal data to:

- Applied-to UK Higher Education Providers.
- The UK Home Office (UKVI) for visa-related administrative support.
- Educational verification bodies such as UK ENIC (formerly UK NARIC).
- Authorised payment platforms (Convera) and financial institutions for fee processing.
- Communication platforms and cloud software such as Gmail, Zoom, Skype, Google Drive, MS Teams, Miro, Wechat, DingTalk and others – primarily used to transfer, confirm and hold data securely for processing.

4.5. Data Retention and Rights: We will retain your records for a period of six (6) years following the termination of services to comply with UK statutory audit requirements. You maintain the right to request access to your data, rectification of errors, and, where applicable, the "right to be forgotten," subject to our legal retention obligations.

## **5. CLIENT RESPONSIBILITIES AND OBLIGATIONS**

5.1. Provision of Accurate and Authentic Information: The Client acknowledges that the success of the application process is fundamentally dependent upon the provision of truthful, accurate, and comprehensive information.

- 5.1.1. Data Accuracy: The Client must provide all personal details, academic history, and contact information as requested by the Agency. Any failure to provide up-to-date and accurate information may negatively impact the timeline and outcome of the application.
- 5.1.2. Document Authenticity: The Client warrants that all documents provided for application purposes—including transcripts, degree certificates, bank statements, and identity documents—are genuine and unaltered.
- 5.1.3. Verification Rights: The Agency reserves the right to authenticate and verify any document submitted through independent means. This includes the right to seek third-party verification from awarding bodies, previous employers, or government agencies. Any costs associated with independent verification (e.g., UK ENIC or document translation) are the sole responsibility of the Client.

5.2. Compliance with Deadlines: The Client shall strictly adhere to all deadlines set by the Agency and the relevant Higher Education Institutions.

- 5.2.1. Internal Agency Deadlines: To ensure a professional standard of service, the Agency requires documents and information to be submitted within specified internal timeframes. Failure to meet these deadlines may hinder the Agency's ability to provide bespoke support and may result in the missing of university intake windows.
- 5.2.2. Institutional Deadlines: The Client is solely responsible for ensuring that final university conditions (e.g., payment of deposits or submission of final certificates) are met by the dates specified in the offer letter.

### 5.3. Academic and Entry Requirements

The Client acknowledges that they remain ultimately and solely responsible for meeting the specific entry requirements of their chosen programmes as set out by the respective UK Higher Education Providers. The Agency's role is to facilitate and support, but the burden of academic and regulatory eligibility rests with the Client.

- 5.3.1. Academic Qualifications and Documentation: The Client is responsible for meeting all academic entry criteria, including but not limited to: minimum GPA or grade requirements, specific subject prerequisites, and the provision of certified transcripts and degree certificates. The Client is further responsible for providing high-quality drafts of personal statements, sample essays, and securing appropriate letters of academic/professional recommendation.
- 5.3.2. Language Proficiency: The Client must meet the English language requirements (e.g., IELTS, PTE, or TOEFL) mandated by the university and the UK Home Office for the specific RQF level of study.
  - (a) If a Client fails to meet the required English language scores, the Agency may be unable to progress the main degree application while these conditions remain outstanding.
  - (b) During this period, the Agency will continue to provide other paid-for services, including academic preparation training and immersion sessions where applicable.
  - (c) The Agency will assist in negotiating alternative routes, such as pre-sessional English courses, but the Client acknowledges these may incur additional tuition fees payable directly to the university.
- 5.3.3. Financial Maintenance and UKVI Compliance: Where The Client requires a CAS and Student Route visa, The Client is responsible for ensuring they possess the necessary liquid funds to satisfy UK Immigration Rules (Maintenance Requirements).
  - (a) The Client must share all supporting financial documents (bank statements, certificates of deposit, or sponsorship letters) with the Agency for auditing prior to any visa submission.
  - (b) The Client must ensure these documents strictly adhere to the "28-day rule" and the specific formatting required by the UKVI.
  - (c) The Agency reserves the right to refuse a representative visa application where the risk of refusal has been deemed higher than normal – in such cases, the Client is responsible for submitting their own application.
  - (d) A visa refusal shall not be grounds for a refund of Agency fees.

5.5. Declarations of Material Facts: Upon registration, the Client must declare any "material facts" that could impact their application or visa eligibility.

- 5.5.1. Prior Records: This includes declaring prior criminal convictions (spent or unspent in the UK context), serious financial debts, or previous visa refusals for any country.
- 5.5.2. Health and Disability: To ensure adequate support, the Client should declare any physical or mental health conditions that may require reasonable adjustments (e.g., wheelchair access, mental

health support services, or written aids). The Agency will handle this information with the utmost confidentiality in line with Section 4.

#### 5.6. Professional Conduct and Non-Disclosure:

- 5.6.1. Behaviour: The Client agrees to engage with UK Bound staff, native English speakers, and fellow students in a polite, professional, and mature manner. Rude, abusive, or discriminatory behaviour will not be tolerated.
- 5.6.2. Intellectual Property: The Client agrees not to share, disclose, or distribute internal Agency documents, study materials, or session recordings to external parties.
- 5.6.3. Confidentiality: The Client shall not record online tutorials or workshops without the express written permission of a UK Bound Director. Any breach of this confidentiality that harms the Agency's reputation or commercial interests may result in legal action.

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## 6. AGENCY RESPONSIBILITIES AND PROFESSIONAL STANDARDS

6.1. Availability and Communication: The Agency agrees to provide professional guidance and maintain regular correspondence with the Client.

- 6.1.1. Response Times: We aim to respond to Client inquiries in a timely and professional manner, typically within two business days during peak application cycles.
- 6.1.2. Mode of Delivery: Most services, including tutorials and strategy meetings, will be delivered remotely via digital platforms (e.g., Zoom, MS Teams, WeChat, or Google Meet).
- 6.1.3. Where a Client has paid for a 'Plan' service, UK Bound aim to provide each Client their own Dedicated Counsellor.

6.2. Application Management and Quality Control: Where the Client has provided all necessary documentation, the Agency is responsible for:

- 6.2.1. Timely Submission: Ensuring that representative applications are filed within the deadlines set by the relevant institutions.
- 6.2.2. Error Reduction: Conducting a professional review of all application materials to minimise errors and maximise the Client's chances of success.
- 6.2.3. Transparency: Sharing all representative correspondence from universities or the Home Office with the Client upon request.

6.3. Specialist Guidance and Updates: The Agency will provide the Client with up-to-date information regarding:

- 6.3.1. Entry Requirements: Detailed academic and non-academic requirements for the chosen courses.
- 6.3.2. Policy Changes: Notifying the Client of significant changes in UK Higher Education admissions or UKVI visa policy that may affect their application.
- 6.3.3. Personal Improvement Plans: Providing an improvement plan and access to study materials, seminars, and workshops in accordance with the Client's chosen plan.

6.4. Mitigation and Risk Management:

- 6.4.1. Unsuccessful Applications: Where an application is deemed likely to be unsuccessful, the Agency will proactively discuss alternative options with the Client.
- 6.4.2. Fraud Prevention: The Agency will act to protect the Client from third-party exploitation or fraudulent schemes that may target international students.

- 6.4.3. Institutional Changes: If a university makes major changes to a programme after an offer has been accepted, the Agency will advise the Client on the implications and support them in finding a suitable resolution.

6.5. Professional Standards of Ethics: UK Bound Ltd operates in alignment with the UK Agent Quality Framework (AQF) and the National Code of Ethical Practice for UK Education Agents. This ensures that we prioritise the student's best interests, provide objective advice, and maintain the integrity of the UK education sector.

## 7. PAYMENTS, FEES, AND STATUTORY CANCELLATION RIGHTS

### 7.1. Fee Structure and Pricing:

- 7.1.1. Plan Selection: The Client agrees to pay the Agency the fixed fees corresponding to their chosen service package ("Plan"). Current pricing is maintained on the [Agency website](#) or provided via a formal quotation by an authorised UK Bound agent. Specific university or programme application fees may differ.
- 7.1.2. Currency and Invoicing: All fees are quoted in Great British Pounds (GBP) unless otherwise stated. Alternative displayed currencies are for guidance only. The Agency will provide a formal electronic invoice within ten (10) working days of the confirmed receipt of payment.

### 7.2. Payment Methods and Platforms:

- 7.2.1. Authorised Portal: All payments must be processed via the Convera Global Payment Platform or other authorised digital portals provided by the Agency. By using these portals, the Client agrees to be bound by the third-party provider's Terms of Use.
- 7.2.2. Prohibition of Cash: Cash is not an accepted form of payment under any circumstances to ensure compliance with UK Anti-Money Laundering (AML) regulations.
- 7.2.3. Instalment Plans: At the sole discretion of the Agency, Clients who are "low-risk" or Home-fee assessed may be offered an instalment plan. These must be agreed upon in writing. Failure to meet an instalment deadline will result in an immediate cessation of services until the account is brought into good standing. The Agency have the right to pursue legal action where a debt remains unpaid for longer than 1 month.

### 7.3. Statutory 14-Day Right to Cancel ("Cooling-Off Period"):

- 7.3.1. The Right to Cancel: In accordance with the *UK Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*, the Client has the right to cancel this agreement within fourteen (14) calendar days from the date of the initial payment ("The Cancellation Period") without providing a reason.
- 7.3.2. Exercise of Right: To exercise this right, the Client must notify the Agency via a clear written statement sent to [info@ukbound.org](mailto:info@ukbound.org).
- 7.3.3. Early Commencement Waiver: If the Client requests that the Agency begins providing services (e.g., academic tutorials, document reviews, or application filing) before the 14-day Cancellation Period has expired, the Client acknowledges that they shall be liable to pay for the services provided up to the point of cancellation. If the service is fully completed within this period at the Client's request, the right to cancel is waived entirely.

### 7.4. Refund Policy and Guarantees:

- 7.4.1. General Non-Refundability: Outside of the 14-day Cancellation Period, all fees paid to the Agency are non-refundable, except where a "Total Rejection" guarantee has been explicitly offered in writing by a UK Bound Director.

- 7.4.2. Total Rejection Clause: A full refund (minus a 3% administrative fee) will be issued if every university applied to with the Agency's support issues a final written rejection, provided that:
    - (a) The Client has not breached any responsibilities in Section 5.
    - (b) The rejection was not due to the Client's failure to meet English language or financial requirements.
    - (c) The Client has provided evidence of all rejections within 14 days of the final decision.
  - 7.4.3. Partial Refunds for Service Non-Usage: Where a Client has paid for a comprehensive plan but fails to receive an offer of admission despite adhering to all requirements, the Agency may, at its discretion, refund 25% of the original fees if the Client has utilised the immersion and academic training components of the plan. In such cases, the Client should write to a UK Bound Director outlining the reasons they are requesting a partial refund.
  - 7.4.4. Refund Method: All refunds will be processed using the original payment method within 14 days of the written refund agreement.
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## **8. LIMITATION OF LIABILITY AND INDEMNITY**

8.1. Result Disclaimer: The Agency provides expert facilitation and support; however, the final decision regarding university admission rests solely with the Higher Education Institution, and the final decision regarding visa issuance rests solely with the UK Home Office (UKVI). The Agency provides no guarantee of a successful outcome.

8.2. Limitation of Financial Liability: The total aggregate liability of UK Bound Ltd to the Client for any and all claims (including negligence, breach of contract, or otherwise) arising out of or in connection with this agreement shall be limited to the total amount of fees actually paid by the Client to the Agency for the specific service in question.

8.3. Exclusion of Consequential Loss: To the maximum extent permitted by law, the Agency shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of future earnings, emotional distress, travel costs, or tuition fees paid to third-party institutions.

8.4. Force Majeure: The Agency shall not be held liable for any delay or failure to perform its obligations where such failure results from an event beyond its reasonable control, including but not limited to natural disasters, acts of God, pandemics, war, civil unrest, or sudden, unannounced changes in UK Government immigration or education policy.

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## **9. EARLY TERMINATION AND DISPUTE RESOLUTION**

9.1. Termination by the Agency: The Agency reserves the right to terminate this agreement immediately and cease all ongoing services without refund if:

- 9.1.1. Fraud: The Client provides fraudulent, intentionally inaccurate, or forged documents. Where there is suspicion of fraudulence but this cannot be immediately verified, UK Bound reserve the right to cease services to the Client or terminate the agreement.
- 9.1.2. Material Non-Disclosure: The Client fails to declare prior visa refusals, criminal records, or other material facts.
- 9.1.3. Behavioural Breach: The Client exhibits rude, abusive, or unprofessional behaviour toward staff or students after receiving one verbal and one written warning.

- 9.1.4. Non-Engagement: The Client fails to attend scheduled meetings, respond to email requests or provide necessary materials for more than 30 days, without prior notice.
- 9.1.5. Where all applications supported by the Agency have resulted in rejection, or where UK Bound Ltd reasonably determines—based on academic, regulatory, or immigration factors—that the Client has no realistic prospect of securing admission to a UK Higher Education Provider within the relevant application cycle, the Agency reserves the right to terminate this agreement upon written notice to the Client. In such circumstances, UK Bound Ltd will notify the Client of its assessment and, where appropriate, discuss alternative future options. Any termination under this clause shall be subject to the refund provisions set out in Section 7.

9.2. Termination by the Client: The Client may terminate this agreement at any time by providing written notice. In such cases, the refund terms in Section 7 shall apply.

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## **10. MODE OF COMMUNICATION AND DIGITAL ENGAGEMENT**

10.1. Digital-First Delivery: The Client acknowledges that UK Bound is a remote-first agency. Services are primarily delivered via digital platforms including, but not limited to, Zoom, MS Teams, Google Meet, and WeChat.

10.2. Recording Policy: The Agency may record lessons, seminars, and workshops for quality assurance, marketing purposes, staff training, and Client recap purposes. By engaging in these sessions, the Client consents to being recorded.

10.3. Technical Requirements: The Client is responsible for ensuring they have the necessary hardware and internet connectivity to engage with the Agency's digital services.

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## **11. DURATION AND VALIDITY**

11.1. Agreement Term: This agreement commences upon the Client's digital acceptance and payment and remains in effect until:

- (a) The Client receives offers (whether conditional or unconditional) from the universities applied to, depending on the Plan the Client has paid for; or
- (b) The expiration of the specific plan duration (e.g., one year for post-arrival support); or
- (c) Early termination as per Section 9.

11.2. Severability: If any provision of these Terms is found by a court to be invalid or unenforceable, the remainder of the Terms shall continue in full force and effect.