

1 DEFINITIONS

1.1 "Client" means the individual or organisation who uses or agrees to buy the Services from the Supplier;

1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.3 "Contract" means the contract between the Supplier and the Client for the sale and purchase of Services incorporating these Terms and Conditions;

1.4 "Services" means the services that the Client agrees to use the services of the Supplier including applications to specified universities and academic institutions which the Supplier works with from time to time. UK Education Service Ltd will on behalf of the Client do the following:

- Advise on which course to apply for based on your circumstances
- Provide a check list of documents required by the university or academic institution
- Suggest amendments to supporting documents, including the CV and the reference letter
- Fill in the university or academic institution application form based on the information provided by the Client.
- Make sure the application is received by the university or academic institution after submission and actively liaise with the university or academic institution to follow up.
- For Undergraduate applications: UK Education Service Ltd will assist you with applications for up to a maximum of 2 universities at undergraduate level in any one admission period or as may be deemed appropriate at the sole discretion of the Supplier
- For Foundation, Pre-Masters and Postgraduate applications: UK Education Service Ltd will assist you with applications for up a maximum of 2 universities or academic institutions as may be deemed appropriate at the sole discretion of the Supplier
- For all other courses UK Education Service Ltd will assist you with applications for up to 2 universities or academic institutions or as may be deemed appropriate at the sole discretion of the Supplier

1.5 "Supplier" means UK Education Service Ltd;

1.6 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Supplier;

1.7 "Website" means <http://www.ukeducationsservice.com/>

2 CONDITIONS

2.1 Nothing in these Terms and Conditions shall affect the Client's statutory rights as a Consumer.

2.2 These Terms and Conditions shall apply to all contracts for the sale of Services by the Supplier to the Client and shall prevail over any other documentation or communication from the Client.

2.3 Acceptance of delivery of the Services shall be deemed conclusive evidence of the Client's acceptance of these Terms and Conditions.

2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.

2.5 Any special conditions applying to the provision of the Services are set out in the Schedule to this agreement.

2.6 Any complaints should be addressed to the Supplier's address stated in clause 1.5.

3 ORDERING

3.1 All orders for Services shall be deemed to be an offer by the Client to purchase Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.

3.2 When making an order the steps the Client needs to take to complete the order process will be communicated directly to the Client.

4 PRICE AND PAYMENT

4.1 The Supplier provides the Services at no cost to the Client but reserves the right to charge for the provision of the Services.

4.2 Where the Supplier charges a fee, the price of the Services shall be that stipulated to the Client in advance of the Supplier providing the Services. The price is inclusive of VAT.

4.3 After the order is received the Supplier shall confirm by email the details, description and price for the Services together with information on the right to cancel if the Client is a Consumer.

4.4 Where applicable, if any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of any Service until payment has been received.

4.5. The fee is not refundable if after payment you decide not to use the service

4.6 If there is an application fee required by the university or academic institution you will need to pay upon request to the university or academic institution directly to them.

5 PERFORMANCE OF SERVICES

5.1 The Supplier shall begin to perform the Services upon receipt of the required information and on receipt of the payment where there is charge for the provision of the Services.

5.2 The Supplier adheres to the British Council “Guide to good practice for education agents” <https://www.britishcouncil.org/sites/default/files/guide-to-good-practice-for-education-agents.pdf> and the Supplier shall perform the Services with reasonable skill and care but the Supplier **cannot guarantee** that the Client will receive an offer or admission from a university or academic institution.

5.3 Where applicable the Services for UK Education Service Ltd shall commence upon payment and continue unless terminated in accordance with clauses 5.4 and 5.5.

5.4 Subject to clause 5.3, The Supplier may terminate this agreement (as regards some or all of the Services) at any time for any reason by giving to the other 30 days’ written notice and any payment due remains payable and, if already paid, will be refunded.

5.5 The Supplier may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice if the Client breaches any term of this agreement, and any payment due remains payable and, if already paid, will be non-refundable.

6 RIGHTS OF SUPPLIER

6.1 The Supplier reserves the right to periodically update prices, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Client places an order.

6.2 The Supplier reserves the right to withdraw any Services at any time.

6.3 The Supplier shall not be liable to anyone for withdrawing any Services or for refusing to process an order.

7 AGE OF CONSENT

7.1 Where Services may only be requested or purchased by persons of a certain age the Client will be asked when placing an order to declare that they are of the appropriate legal age to request or purchase the Services.

7.2 If the Supplier discovers that the Client is not legally entitled to order certain Services, the Supplier shall be entitled to cancel the order immediately, without notice.

8 LIMITATION OF LIABILITY

8.1 Except as may be implied by law where the Client is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Client shall be limited to damages which shall in no circumstances exceed the price of the Services and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

9 WAIVER

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

10 FORCE MAJEURE

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery

or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations.

11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

12 CHANGES TO TERMS AND CONDITIONS

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Client upon making a purchase.

13 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.