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Client Terms and conditions – Q&A

General process for all services

Background

Director, senior manager, manager and case handler are the four roles in our services team: the former role supervises the latter role.

Both case handler and manager must liaise client throughout the whole service.

The client can choose to pay a deposit (returnable when service finished or service outcome checked) instead of full payment on signing the contract, however the service fee will be 10% higher, and the payment of service fee will be collected each step of service. In case there is a bonus paid to the company for extraordinary service outcome, the bonus will be charged before service starts as a conditional deposit, and the service fee will remain the same if the service fee payment is made in full.

Refund policy will no longer be effective if the client failed to meet his responsibilities, e.g. failing to achieve agreed progress in progress sheet for a certain amount of times.

Cross-Level Education Ltd. trading as Cledu UK, is a consultation service company. The company, regardless of which services, always teaches/tutors clients how to do each step in order to achieve clients' objectives.

1. Plan making
 - 1.1. Online form submission with requests.
 - 1.2. Initial talk between manager and client to confirm the service is feasible: prices, dates and target agreed.
 - 1.3. Initial discussion among manager, case handler and client in order to sign progress sheet with all agreed details filled.
2. Sign contract and payment at the same time. Contract will only go into effect when payment is collected. A google drive folder specifically for this service will be shared by the company and client to log all important documents.
3. Progress sheet Execution
 - 3.1. Proceed service following the progress sheet, with manager keeping tracking the progress of both case handler and client.
 - 3.2. Client feedback collected and checked by both case handler and manager on each course, problems found in time and solved in time.
 - 3.3. Finish service.
4. After Sales
 - 4.1. Service outcome check carried out by manager and client together.
 - 4.2. Refund policy in case the service outcome failed to meet agreed objective in the contract.
 - 4.3. Successful clients' information will be published for marketing purpose.



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Legal Q and A

Services

Tutoring;

University degree, research scholarship and job application consultancy;
flat renting buying and selling consultancy;
potential new consultancy.

Each answer below is for all services above, unless stated specifically separately.
Usually the answers are unchanged for all services. The return policy will always be a refund of certain percentage of our total charged service fee, but the specific percentage might vary each case.

Term

- Will the services (Namely the provision of case handlers for clients) be provided for a fixed term or terminable on notice by either party?

The services are provided for a fixed amount of (or a fixed range of amount of) hours, within an agreed fixed period of time. The service could be terminated on notice of the client, or on notice of the company.

- If on notice, what length of notice will you require? What notice will they be willing to give?

Company has the right to terminate contract with a 2 working days' notice by email from cross.level.education@gmail.com, if client has late payment, and failed to pay both the fine and the service fee, before next lesson starts or within 24 hours (if next lesson is more than 24 hours later),

If the client is not happy for case handler, manager will carry out investigation and if case handler is liable, the case handler will be changed. If the new case handler is still not satisfying (according to another investigation), client can terminate immediately and all deposit will be refunded within 10 working days.

The delay caused by bank transfer is not included in the lengths of notices above.

- What will happen in the event that the agreement is terminated?

Client's paid deposit will be refunded but with a fine for late payment deducted from deposit (if any find), within 10 working days.

Duties & Obligations

- Please provide a description of the services your company/the case handlers will be carrying out – Please provide a detailed list of responsibilities.

The company:



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To teach client how to do each step of the procedure in order to help client achieve agreed objective.

Case handlers:

1. List client's requirements together with client and manager
2. Identify and confirm with client our service outcome(s).
3. Make a timesheet draft together with the manager which include the timing, the tasks for both case handlers and client
4. Confirm the timesheet with client and make changes where needed
5. Perform the duties which suffice the standard industry service and to provide the aforesaid services to the Client requirements

Managers:

1. Appoint a case handler for the client
2. Arrange an initial meeting among client, case handler and manager
3. List client's requirements together with client and case handler
4. Identify and confirm with client our service outcome(s).
5. Keep track of the service progress, advice client to put feedback in timesheet weekly
6. If in lack of case handlers, the manager has to take over the job of case handlers until a case handler is found
7. Process client's complaints, changing the case handler if needed
8. On completion of each service step, fill the timesheet
9. Supervising case handler's work
10. Perform the duties which suffice the standard industry service and to provide the aforesaid services to the Client requirements

Senior manager

1. Process client's complaints, if manager cannot solve the problem.
2. Generating further service agreement, if any
3. Take over manager's role if the manager is absence
4. Supervising manager's work

Director

1. Take over senior manager's role if the senior manager is absence
2. Supervising senior manager's work

· What would happen in the event your company/the case handlers fail to meet your/their responsibilities?

In duration of service

If case handler fails to meet their responsibilities, the manager has the right to give a reminder of changing the case handler or to change the case handler. If the case handler was changed, the case handler might not be paid for the job executed with satisfactory evidence shown to the company by manager. The company remains the right to have the final decision.



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If manager failed to meet his responsibility. The senior manager can change the manager. If the manager was changed, the manager might not be paid for the job executed with satisfactory evidence shown.

If senior manager failed to meet his responsibility. The director can change the senior manager. If the manager was changed, the senior manager might not be paid for the job executed with satisfactory evidence shown.

Once the service finish

The company have collected all payments from client. Then when the result of the client is published, if the positive service outcome written in the service contract was not achieved, the company should refund the client a certain percentage (usually 20%-40%) of total amount of service fee. This refund does have an exception, which is the client intentionally made the result negative, or the client failed to meet his/her responsibilities.

- Please provide a description of the requirements to which the clients must adhere.
 1. Agree on a timesheet with manager and case handler
 2. Give feedback to case handler and manager through timesheet
 3. Keep the progress at the client's side within the range of the timesheet agreed. For example, after each lesson, the client should remember what the case handler taught before the next lesson take place.
 4. Arrange payment before the corresponding service takes place to the company
 5. The client should let the case handler/manager know any difficulties or potential difficulties of studies as soon as possible.
 6. The client should not provide any fake information to the case handler/manager.
 7. Approve and pay expenses agreed with case handler/manager, if any

If the client failed to meet the requirements agreed for 3 times or more, the company will no longer be responsible for the refund in case of negative service outcome (for example, fail of exam), unless extra payment made from client if the manager and case handler both agree the amount.

- Are there any specific warranties that you would like to include?

If the positive service outcome is not met by the end of contract, 20-100% of the price we have charged the client would be refunded to the client by bank transfer or cash within 10 working days.

If the service is about how to apply a college degree, the company offer "10% off" discount of the client's first service contract for tutoring in the college course.

If the client fill in a promotion code in the company's website, then the discount for the promotion code will apply.

- Are there any specific indemnities that you would like to include?

As stated above, 20%-40%

- Are there any specific provisions in respect of limitation of liability that you would like to include?



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The company is only liable to what is done by the company.

The worst case for the case handler/manager is no payment collected for the service.

The most the company can do for the client in the worst case is to give a full refund.

Fees

- How will the client be able to place an order from you for service and how will pricing be agreed?
Please provide any relevant details.

The senior manager will generate a service contract for the company for the client to sign. The client then arranges the payment of deposit according to the service contract. The company will issue a receipt of the deposit. The contract is only valid after the payment was collected from the company.

It is the manager's responsibility to negotiate with the client and case handler about fees. The client should first agree on a price for service with manager. Then an initial meeting is arranged by the manager among all 3, generating a timesheet. If the client wants to proceed with the timesheet and price, a deposit which worth 2 hours of lesson will be collected on signature of service contract.

There will be different service fees for different service outcome. Say the company admitted to refund the client 30% in case of negative service outcome, in this case: The case handler and manager will receive an initial payment for his/her service on finishing his service. The payment will be 70% of the full amount of the salary. The other 30 percent salary will only be issued if the service outcome is positive. If the outcome is negative, the case handler and manager will not get the left 30% salary, and the company will have to refund 30% of total amount the client had paid.

- How will invoicing take place?

Invoices submitted by the Company to the Client who has already paid are due within 30 days of the Client's request.

- How will payment take place?

The company by default will charge full amount in advance.

Payment can be collected as a deposit plus service fees paid before each service step.

Company accepts payment by either cash deposit in an HSBC branch or bank transfer to the company's bank account.

Name: CROSS-LEVEL EDUCATION LIMITED

Account Number: 52595494 Sort Code: 400621

Reference: the reference number shown on contract



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Alternative payment methods could be found on our website at cledu.co.uk

Confidential information

- Are there any specific types of confidential information relating to your business that you would like to protect?

The Client should not leak the personal information of the staff of the company to any party, without the formal email approval of the company from cross.level.education@gmail.com .

1. Confidential information (the "Confidential Information") refers to any data or information expressly provided by the Client in the written form during the Period, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

Provided that the Company is not liable for the leak of the "Confidential Information" which is out of the control of the Company, such as the attack of hackers or the leak as aforesaid by staffs of the Company. It is the staff, not the Company, in the case of the staff leaking the "Confidential Information", that is liable for the Client.

2. The Company agrees that they will not disclose, divulge, reveal, report or use, for any purpose (except advertising with outstanding performance of client), any Confidential Information which the Company has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will persist indefinitely upon termination of this Agreement.
3. Only *written* information and material disclosed or provided by the Client to the Company are under this Agreement Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Company.
4. The company by default reserves the right to publish the client's surname, photo, video record of our service, service details for marketing purpose.

Intellectual Property

- Please confirm whether you would like to include any specific provisions relating to intellectual property.



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Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Company. The intellectual property includes all documents generated by the company staff.

The company will use the name, Uni and department information of client who has successfully achieved their goal through our service, for promotion purpose.

It is the clients' responsibility not to send us or show us any copyright protected document without permission of the copyright owner.

Insurance

- What insurance will be required from case handler?

None

Other Terms

- Are there any other issues that you would like to raise that are not covered by the above?
 1. The Manager, Case handler and the Client are responsible to not breach any universities regulations or laws. The company is not liable for any effect on the Client arising from the breach of any universities regulations by, or immoral or illegal behaviors of, the Case handler and the Client.
 2. The company will not be liable for any clients' behavior or activity that is illegal or against regulations.
 3. All the terms and conditions are subject to the company's regulations and contractual agreement.