

GENERAL PREMIUM SERVICES AGREEMENT

BETWEEN

**Business Education Services
(BES)**

AND

(If student is below 18 years of age, enter name of parent)

For the provision of career counseling, study abroad, coaching services

Prepared by:

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GENERAL PREMIUM TERMS OF SERVICE

This GENERAL PREMIUM TERMS OF SERVICE made and executed on _____ between _____ hereinafter called as "**Client**", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal heirs and permitted assigns, of the First Part,

And

M/s. BUSINESS EDUCATION SERVICES, a Partnership Concern having its registered office at "F9&10 Commerce Center, 78 Tardeo Road, Mumbai 400034", and admin office at "44 Mitra Kunj, 16 Pedder Road, Mumbai 400026" hereinafter referred to as "**BES**" (which expression shall, unless repugnant to the context thereof, mean and include its respective legal heirs, executors, administrators, representatives, assigns, and nominees) of the Other part,

WHEREAS **BES** is a partnership career counseling and study abroad guidance firm and is in the business of providing counseling, study abroad information and coaching for various courses;

WHEREAS **BES** is a reputed name in providing career counseling and study abroad guidance services and has created its own brand name and goodwill in the said sector;

AND WHEREAS **Client**, being aware of the reputation, brand name and goodwill of **BES**, the Client is desirous of availing the premium services provided by **BES** for consideration;

AND WHEREAS **BES** is willing to provide the services to the **Client** that fall within the scope of services of **BES** under the following terms and conditions as will be determined by this Agreement;

AND WHEREAS the **Client** has after understanding, the scope of services that shall be provided by **BES** and the circumstances under which such services shall be provided and the terms and conditions for such services has agreed with his or her free consent to pay **BES** a **non-refundable** fee of Rs. _____ /-
(Rupees _____ Only)

AND WHEREAS **Client** after understanding, the scope of services that shall be provided by **BES** and the circumstances under which such services shall be provided and the terms and conditions for such services has with his or her free consent paid **BES** a **non-refundable** fee of Rs. _____ /-
(Rupees _____ Only) on _____ and
will pay a non-refundable balance of Rs. _____ /-
(Rupees _____ Only) on or
before _____

AND WHEREAS, for the purpose of determining the terms and conditions for providing such services as may be provided by **BES**, the parties hereby execute the "GENERAL PREMIUM TERMS OF SERVICE".

NOW THIS GENERAL PREMIUM TERMS OF SERVICE WITNESSETH AS UNDER:

ARTICLE I - SCOPE OF WORK & PAYMENT TERMS

1. SCOPE OF WORK

1.1 That **BES** shall provide study abroad guidance and career counseling (hereafter collectively referred to as 'SERVICES') to and for the **Client** in the manner listed below:

- **Institute Shortlisting:** BES will provide a list of institutes where the Client can apply for admissions. Further, BES will help the Client shortlist ___ institutes as per the Client's requirements and make institute recommendations upon the same, and the said recommendations shall be based on probabilities of obtaining admissions in that particular institute. BES will provide a list of institutions to the Client for the purpose recommending admissions to one or two courses. BES will provide the aforementioned list of institutes of one or not more than two countries as per the requirements and instructions of the Client. Client agrees to pay BES an additional fee for each institute shortlisted over and above this initial agreed number of institutes.

- **Form Filling:** BES will fill details of the Client in the online application forms of institutes on behalf of the Client. BES shall fill the details of the Client for only up to ___ institutes that the Client, in consultation with BES, decides upon and in the event requests BES to fill any more additional application forms other than the agreed number of forms, than the said service shall be charged separately by BES. The Client shall duly check and verify the details filled in the forms by BES and also the terms and conditions of the institute, as mentioned upon such online application forms, if any. BES shall not be responsible for any mistake or incorrectness in mentioning the details of the Client in the said online application form and the Client agrees that the Client shall not hold BES responsible for any mistake or incorrectness in the said online application form after the same has been duly verified and checked by the Client. After being satisfied as to the correctness of the details mentioned in the online admission form, the Client shall make due payment of application fees to the said concerned institute directly and submit such form to the said institute.

- **Document Editing:** BES will provide to the Client with sample documents for resumes, letters of recommendation, essays, transcripts and financial documents for reference and guidance. The Client shall upon referring the sample documents as provided by BES, prepare his or her own document drafts as required for the process of admission in the said institute and upload the same on BES's online web portal for verification and suggestions. BES shall use its expertise and experience to edit and amend such documents as uploaded by the Client upon the BES's online web portal in order to make such draft submitted by the Client proper, appealing and selection worthy. BES shall make such aforementioned changes and amendments in the draft uploaded by the Client within a period of 21 working days from the day, the said draft is uploaded by the Client upon BES's online web portal. In some cases, the document editing process may take longer than 21 working days; however, BES assures that the said period will not exceed a turnaround time of 30 working days. BES shall provide unlimited essay editing as per the reasonable requirements of the Client for up to ___ institutes. BES will edit up to 3 letters of recommendation that the Client prepares. Client will ensure that the letters of recommendation are filled online and submitted to the respective institutes.

- **Visa Guidance:** BES will provide the Client with such sample documents for reference as are required for obtaining visa in that particular country. The Client can refer to the said sample documents as provided by BES for reference and accordingly obtain the necessary documents through lawful means as are required for the purpose of obtaining visa. BES will hold mock interviews with the Client prior to applying for a visa. Visas are issued by the respective consulates and embassies and BES in no way guarantees a visa approval to Client.

2. PAYMENT TERMS

- 1.2.1. The Client agrees that the Client shall pay the requisite fees as payable to BES for the services to be provided by BES, at the very time of enrolment with BES. The client had read and agreed to all terms of this contract including but not limited to that all fees paid to BES are non-refundable before making any payment to BES.
- 1.2.2. When Client enrolls with BES and pays BES the said fees, BES spends several hours in making customized university lists for Client and hence all fees paid to BES by the Client are non-refundable and non-transferrable under any circumstances. The moment the fees are collected, even if the Client does not use other services as are provided by BES which are inclusive within the fees paid by the Client, the Client will not be entitled to any refund as BES has invested several hours and expertise to build customized university lists and client profile. If Client terminates services or this contract or terminates the application process midway or decides not to apply for a visa or does not use any of the BES services, the fees will be forfeited and no refund will be offered.
- 1.2.3. If Client enrolls with BES and decides not to go abroad or study further for any reason, Client fees will not be refunded.
- 1.2.4. In accordance with Clause 1.1 of this Agreement, if the Client seeks any additional services other than or in addition to the services as mentioned in Clause 1.1 of this Agreement, BES shall charge additional separate fees for such additional services provided by BES to the Client upon such request or demand made by the Client.

ARTICLE II - GENERAL TERMS AND CONDITIONS

- 2.1. BES will assist and guide the Client in the best possible manner however, BES does not under any circumstances guarantee admissions or a visa. Decisions as regards admissions to institutions are made by the respective institutes and BES has no control over the same. Likewise, visa decisions are based by the respective consulates/embassies and BES has no control over the same. It will ultimately be the Client's decision to apply to or finally attend a particular institute.
- 2.2. The Client understands that the process for application and admission of an institute starts and ends according to the rules and management of that particular institute and that it is important and essential to abide by the rules and the time frame as provided by such institute for application and admission. BES will provide services only for the particular semester and year that the Client signs up for. If the Client delays the process or changes their mind, BES will charge an extension fee for the new semester and year. The maximum extension under this clause shall be 1 (one) year.

- 2.3. The university application process requires strong commitment from BES as well as from the Client. If the Client's commitment is found dwindling or the Client fails to keep regular appointments or fails to submit the necessary documents on the time as intimated by BES or refuses to work under BES's guidelines, or behaves in an unprofessional manner, BES shall be at liberty to terminate the Client's enrollment. Under such circumstances, all fees paid to BES shall be deemed to be forfeited owing to the actions or inactions of the Client.
- 2.4. All meetings with BES counselors are to be made by prior appointment only. Walk in meetings by Client will not be entertained by BES.
- 2.5. Client may at the Client's own discretion decide to provide BES with Client's credit card details in order to make payments to institutions as regards the application fees payable to such institution or make payments for registration to standardized online tests, on behalf of the Client. Client agrees that the credit card details given by the Client, if any were given by the Client in his or her sole discretion and free consent and that the Client shall not hold BES responsible in the event there has been a fraudulent or unauthorized transaction from the said credit card, not attributing to BES.
- 2.6. It shall be the Client's responsibility to have a proper and steady Internet connection that supports the online component of the counseling process as provided by BES to the Client. While BES will make every effort to keep BES's website, internet servers and software available to Client at all reasonable times, BES shall not be held liable in the event the internet servers or software are down or not working. Using the online component of the services provided by BES is at the sole discretion of the Client, however even if Client does not use the online component of the counseling process, Client will not be entitled to any refund of fees paid to BES.
- 2.7. Sharing of BES's counseling material, including list of institutes and sample documents is strictly prohibited. No online material can be downloaded and shared. Recording of our video lectures is strictly prohibited. Furthermore, Client agrees that Client cannot share their BES online login username/password with anybody else. If Client violates these rules, Client's enrollment will be immediately terminated. In such cases, Client will not be entitled to any refund and the same shall be without prejudice to BES's right to claim damages and compensation from the Client and initiate any legal proceedings and exercise any such right or legal recourse available to BES against the Client.
- 2.8. Client agrees that Client is using BES's office premises at Client's own risk. This includes but is not limited to the elevators leading to the premises, computers and glass doors in the premises and so on. Client agrees that BES will not be held responsible for injury or death resulting from the use of elevators, computers, glass doors, flooring and so on.
- 2.9 Client agrees to let BES use Client's information and photograph including their test scores and the university Client gets admission to for marketing purposes.

ARTICLE III - BILLING CHARGES

- 3.1. That for the purposes of the services provided by BES or to be provided by BES, the Client shall pay BES the entire counseling fee in advance and upon signing this contract.

- 3.2. In the event of any exceptional circumstances, BES may allow a part payment facility wherein 75% of the amount due shall be paid on signing this contract and the balance 25% shall be made vide a post-dated cheque dated a maximum of 7 days from the date of the first payment.
- 3.3. However, any part payment facility to be granted by BES in accordance with Clause 3.2 of this Agreement shall be at the sole discretion of BES and the same cannot be claimed by the Client as a right.
- 3.4. If the Client deducts from any amount payable to BES, TDS or any other tax in force, Client will provide BES an official TDS certificate or other such official document of such deduction before the respective due date of filing income tax returns or any such other returns as are payable under any law in force for the time being. Client will also provide a post-dated security cheque in the name of BES, in the amount of the TDS or other tax cut, and BES reserves the right to encash such cheque in the event Client fails to pay TDS or tax cut. BES shall return such security cheque to the Client within a period of 3 days, after the Client provides BES with the required TDS certificate or any other certificate as the case maybe.

ARTICLE IV - CHARGES FOR OTHER WORKS

- 4.1. Subject to the provisions of this Agreement, any additional costs incurred for the tasks undertaken as agreed mutually in writing and as agreed upon to meet the scope of this GENERAL PREMIUM TERMS OF SERVICE, will be borne by **Client**.
- 4.2. Client shall pay directly to the concerned organisations, charges related to sending their standardized score reports to institutes, credit evaluation score reports, courier charges for sending documents and application fees charged by institutes.
- 4.3. In the event the Client requests BES to perform or undertake any such other task or provide such additional services to the Client, then BES shall charge such additional charges for providing such additional services to performing such additional task as maybe applicable.

ARTICLE V – TERM AND TERMINATION

- 5.1. This GENERAL PREMIUM TERMS OF SERVICE shall be effective from the date of signing of this GENERAL PREMIUM TERMS OF SERVICE and valid till _____.
- 5.2. In case of earlier termination of this GENERAL PREMIUM TERMS OF SERVICE by the **Client** for any reason whatsoever, all fees paid to **BES** being non-refundable and non-transferrable, shall be deemed to be forfeited by the Client.
- 5.3. In case of earlier termination of this GENERAL PREMIUM TERMS OF SERVICE by **BES** for any reason as provided in this Agreement or any other reasonable cause, all fees paid by **Client** being non-refundable and non-transferrable shall be deemed to be forfeited by the Client.

ARTICLE VI - ENTIRE GENERAL PREMIUM TERMS OF SERVICE

- 6.1. This GENERAL PREMIUM TERMS OF SERVICE contains the entire GENERAL PREMIUM TERMS OF SERVICE and understanding between the Parties, and supersedes any previous GENERAL PREMIUM TERMS OF SERVICE, arrangements, representations, discussions, undertakings or communications between the Parties, on this subject matter.

ARTICLE VII - LIABILITY

- 7.1. BES will not be responsible for any action taken by Client without seeking any consultation of BES based solely on the information provided on website, documents or any other materials given by BES.
- 7.2. The total liability of BES for all damages, losses and causes of action (whether in contract, tort, including negligence, or otherwise) to the Client shall not exceed the service price (total fees being charged by BES). This limitation of liability shall apply only to BES and even if the implied or unimplied express warranties set forth above fail in their essential purpose.

ARTICLE VIII – AMENDMENT AND SEVERABILITY

- 8.1. ANY AMENDMENTS TO THIS AGREEMENT SHALL BE MADE ONLY BY BES AND THE SAME SHALL BE DULY INFORMED TO THE CLIENT IN WRITING, FOLLOWING WHICH THE CLIENT SHALL BE GIVEN A CHANCE TO CONFIRM THE SAID AMENDMENT.
- 8.2. If for any reason, the provisions of this Agreement are held to be invalid, illegal or immoral by any competent Court in a particular jurisdiction or otherwise, then the said provision that has been expressly declared to be invalid, illegal or immoral by the competent Court in a particular jurisdiction or otherwise shall be deemed to be severed from this Agreement and the rest of the Agreement shall continue to be in force as if the said severed clause never existed and the illegality, invalidity or unenforceability of the said shall not affect the legality, validity or enforceability of any other provision, or of this Agreement in any other jurisdiction or otherwise.

ARTICLE IX - CONFIDENTIALITY

- 9.1. This document, other documents concerning the SERVICES and all confidential information exchanged in accordance with the GENERAL PREMIUM TERMS OF SERVICE are to be kept strictly confidential by the parties except to their advisers, on the need to know basis, for the purpose of implementing the transactions contemplated by this GENERAL PREMIUM TERMS OF SERVICE and to the extent that disclosure is required by law.
- 9.2. All symbols, logos, data, content, strategies and other intellectual capital of **Client** would be kept strictly confidential by **BES**. Client agrees that BES shall have a right to use documents prepared by Client and edited by BES as sample documents or marketing materials on BES's website, brochure and other marketing materials.
- 9.3. **Client** agrees that in the event of disclosure (whether willful or not or whether due to gross negligence or not) of Confidential Information in violation of the provisions of this Agreement, it shall indemnify and hold **BES** harmless from the losses incurred by **Client**.
- 9.4. Notwithstanding anything containing in this Agreement, the Client agrees and understands that the any documents, samples, essays, resumes, online services, lectures, usernames and passwords etc. provided by BES pursuant to the services provided by BES to the Client are extremely confidential and any breach of this confidentiality by any means whatsoever, the Client shall be liable to pay damages and compensation to BES and the same shall be without prejudice to the right of BES to terminate the enrollment of the Client or take necessary legal action against the Client for such breach.
- 9.5. Client agrees that BES shall have a right to use Client's testimonial and pictures on BES's website, brochure and other marketing materials.

ARTICLE X - RELATIONSHIP

10.1. The relationship of **BES** and **Client** established by this GENERAL PREMIUM TERMS OF SERVICE is of independent contractors, and nothing in this GENERAL PREMIUM TERMS OF SERVICE shall be construed: (1) to give either party the power to direct or control the daily activities of the other party; (2) to constitute the parties as employer and employee, principal and agent, partners, joint ventures, co-owners or otherwise as participant in a joint undertaking; or (3) to allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

ARTICLE XI - NOTICE

11.1. A notice, consent, request or any other communication under this GENERAL PREMIUM TERMS OF SERVICE must be in writing and must be left at the address of the addressee, or sent by prepaid post to the address of the addressee or sent by e-mail to the e-mail address of the addressee specified below or any mailing address or email address the addressee requests.

	Business Education Services (BES)	Client
Name	Dr. Karan Gupta	
Designation	Partner	
Address	F9&10 Commerce Center, 78 Tardeo Road, Mumbai 400 034, India Email: kgc@karangupta.com	

11.2. A written communication is deemed to be received:

- a) if by hand delivery, when it is delivered
- b) if by prepaid post, two days after posting correctly addressed from a place within India, and
- c) if by an email, at the time of receipt in the recipient's email inbox folder.

ARTICLE XII – GOVERNING LAW AND ARBITRATION

12.1. This GENERAL PREMIUM TERMS OF SERVICE shall governed by the laws of India, and the Courts of Mumbai shall have exclusive jurisdiction to entertain and try any matters arising out of incidental to or in relation to this Agreement or the services provided herein.

12.2. **BES** and **Client** agree to make a good-faith effort to resolve any conflicts or grievances arising out of, or in connection with, this GENERAL PREMIUM TERMS OF SERVICE through negotiation/mediation.

12.3. In the event, the parties fail to resolve any such conflict or dispute in accordance with Clause 12.2 of this Agreement within Thirty (30) days of such conflict or dispute arising out of or related to this Agreement, then the same shall be referred to a Sole Arbitrator for Arbitration.

12.4. BES reserves the right to appoint a Sole Arbitrator and the sole Arbitrator shall have the power to adjudicate and decide upon any dispute arising out of or related to or incidental to this Agreement including the interpretation and implementation of the provisions of this Agreement.

12.5. The venue of arbitration shall be Mumbai and the proceeding shall be carried out in English language. The award of the arbitration shall be binding upon both the parties.

The Parties have set their hands to this GENERAL PREMIUM TERMS OF SERVICE on the date mentioned at the beginning of this GENERAL PREMIUM TERMS OF AGREEMENT. **Client agrees that all fees paid to BES are non-refundable and non-transferrable under any circumstances.**

Signed, Sealed & Delivered on behalf of BUSINESS EDUCATION SERVICES	Signed, Sealed & Delivered on behalf of Client
Name: Dr. Karan Gupta Partner	Name: (Client is above 18 years of age and eligible to enter a contract under the Indian Contract Act, 1872)