

TERMS & CONDITIONS

File No: **Name:**

Nationality:

These terms and conditions, together with any schedules represent the entire agreement between the parties. No variation to these terms and conditions shall be effective unless in writing and signed by each of the parties.

1. Definitions

"The Agreement" shall mean a contract between the Client and UK Visa Services Ltd for the provision of services leading to the approval of an application for leave to enter or remain in the UK or provision of the immigration advice to the client.

"The Attachment" means Registration Form attached to this agreement which includes client's consent to the terms of this agreement.

"The Client" shall mean the person, company or entity engaging UK Visa Services Ltd to obtain a Visa under these Terms & Conditions.

"The Fees" shall mean UK Visa Services Ltd professional fees to represent the Client in a visa application as stated in the UK visa fee schedule. The fee varies depending on type of visa.

"The Governmental Fee" means the Home Office/ British Consulate fee for processing of visa application.

"Visa" shall mean leave to enter or remain in the UK.

"UK Visa Services" shall mean UK Visa Services Ltd and affiliate, subsidiary or parent thereof and identified as such in any invoice to the Client as the context requires.

2. Services

2.1 UK Visa Services Ltd undertakes to use its best endeavours to obtain a Visa for the Client.

2.2. When the estimated fee is charged by UK Visa Services LTD for the visa application, it includes translation and interpreting when required, reasonable telephone and postal expenses. The fee is calculated on an average number of hours spend on such applications at rate of £150 per hour (plus VAT if applicable).

2.3. UK Visa Services do not generally deal with asylum applications. UK Visa Services can assist client with bail applications and lodging the Notice of Appeal if an application is refused and can assist a client with preparation for the hearing, however, a separate fee would apply for these services provided as per the UK Visa Services fee scale. We do not usually offer in-house representation at the Asylum and Immigration Courts and will normally refer these to Counsel where applicable. In the alternative we can also refer you to other Solicitors firms to assist you with your appeal instead of us.

2.4. UK Visa Services Ltd is regulated by the OISC and will provide services based on standards introduced by the OISC. Your case will be supervised by an OISC registered adviser from our office the details of which are contained in our client care letter to you. On a day to day basis you can also speak to one of our in-house 'assistants' who will assist the adviser with collecting information in support of your case. They act as administrative support for our advisers. They will be happy to take messages from you or arrange appointments for you.

2.5. UK Visa Services Ltd can also provide other services such as assistance with accountancy, bookkeeping (with the assistance of Chartered Accountants regulated by ACCA), interpreting, translation, official qualification

comparison services and also assistance with formation of companies. These services are not related to the assistance with immigration matters and a separate fee is payable for the provision of such services.

2.6. UK Visa Services Ltd does not discuss client's matters with any third party unless it is asked for, by the client in writing.

3. Working with UK Visa Services Ltd

3.1 The Client undertakes on instructing UK Visa Services Ltd to apply for the UK entry clearance / leave to remain visa for himself (dependants if appropriate) and thereafter promptly on receipt of any request from UK Visa Services Ltd to provide accurate and detailed information and documentation requested, the personal details, qualifications and work experience of the Client, and any other information or documentation that in its sole discretion UK Visa Services Ltd may deem necessary in order to obtain a Visa for the Client.

3.2 The Client warrants that any information or documentation provided to UK Visa Services Ltd pursuant to sub-clause 3.1 above shall be true and accurate and further the Client hereby indemnifies UK Visa Services Ltd for any loss or damage UK Visa Services Ltd may suffer directly or indirectly as a result of the Client's breach of this sub-clause such as loss or damage including but not being limited to the legal costs of defending any civil claim or criminal penalty against UK Visa Services Ltd arising from the Client's breach hereof.

3.3 UK Visa Services Ltd will not be responsible for the outcome of any representations made by client directly to any authorities.

3.4. UK Visa Services Ltd reserves a right to stop representing clients in case of the Client's inappropriate behaviour in relation to UK Visa Services Ltd members of staff or employees.

3.5 The Client undertakes to inform UK Visa Services Ltd about change of address, telephone number or serious changes in circumstances which may affect client's application. If client fails to notify UK Visa Services Ltd about the above changes UK Visa Services Ltd will not be responsible for consequences of this failure.

4. Payment and Fee

4.1 UK Visa Services Ltd can charge either on a fixed fee basis as per the UK Visa Services Ltd fee schedule on an hourly basis of £150 per hour (plus VAT if applicable) and expected reasonable expenses.

4.2. The estimate fee basis is stated in the UK Visa Services Ltd Fee schedule. After clients instruct UK Visa Services Ltd to assist him with the visa application UK Visa Services Ltd will provide following services which are covered by the estimated Fee agreed with the Client: initial advice, assistance until all documents and information is provided, preparing application for submission, translation and interpreting, submission of application to the Immigration Authorities, assistance and advice whilst application is under consideration and advice on the decision made by the UK Immigration Authorities. If any further work which will incur a further fee is required, UK Visa Services Ltd will contact the client in writing before such work is carried out. Furthermore client will need to provide in writing to UK Visa Services Ltd that it authorises for work to be done which will incur an additional fee.

4.3. In case of refusal UK Visa Services Ltd will not lodge an appeal or re-apply unless instructed to do so by client. The client will pay additional fee for any further services to be provided. The fee is as stated in the UK Visa Services Ltd Fee Schedule.

4.4. **UK Visa Services Ltd does not work on a no win no fee basis. We also do not provide refunds for the work done.** The fee will be transferred from client to office account on completing of each stage of work as per our client care letter, however, UK Visa Services Ltd reserves the right to transfer fee on completion of work on an hourly rate at £150 (plus VAT if applicable) per hour if a case is not proceeding. The client will be notified in writing if it is the case. Further, if requested to do any work by you over and above our normal requirements, such as additional work and letters, retrieving a file from storage, additional meetings with you, additional representations to 3rd

parties, UK Visa Services can charge reasonable costs for this work at £150 per hour (plus VAT if applicable). However, in such a situation we will forewarn you if we believe your case will incur these additional charges.

4.5. The Client agrees to pay the fee when instructing unless otherwise agreed with UK Visa Services Ltd. If a different price policy is agreed it has to be stated in the Annex attached to this contract.

4.6 The balance of the fees due to UK Visa Services Ltd is to be paid within 7 days of receipt of an invoice from UK Visa Services Ltd.

4.7. Should the Client wish to withdraw the application for any reason, prior to submission to the relevant authorities, UK Visa Services Ltd will normally retain 50% (fifty percent) of the deposit, which will cover our administrative costs thus far as well as a "document check" fee. However, if the application is submitted and in some other cases UK Visa Services Ltd will exercise the discretion in reserving the right to retain the full deposit if it is deemed that sufficient work has been done on Client's case. The Home Office/Consulate fee is not refundable if it is paid to the Home Office.

4.8 Should the Client instruct UK Visa Services Ltd to withdraw the Visa application subsequent to submission to the relevant authorities, UK Visa Services is entitled to retain any deposit paid by the Client of the balance of UK Visa Services Ltd fees in respect of the application if it is cover work done and expenses incurred by UK Visa Services Ltd.

4.6 In taking on your case on UK Visa Services Ltd is relying on the representations that Client has provided true information about Client's qualifications, work experience, achievements, and earning power. If any of the claims which are made are inaccurate, or cannot be substantiated by documentation deemed acceptable to UK Visa Services Ltd, then the deposit is not refundable.

4.7 In the event of UK Visa Services Ltd notifying Client that the documentation Client's have provided does not meet its standards, the client has two choices:

EITHER

A. To withdraw the application, in which case Client will be charged for the work done prior to withdrawal at the rate of £150 (plus VAT if applicable) per hour

OR

B. Client can elect to proceed with the application, in which case you will be charged 100% of the application fee quoted (any outstanding balance must be paid in full prior to submission) but the fee will not be refundable in any way should the application be refused. (Subject to separate written agreement)

4.8 In the event that sums due hereunder are not paid within three months of falling due UK Visa Services Ltd shall have the right to charge interest on such sums at a rate of 3% (Three Per Cent) above the then prevailing minimum lending rate set from time to time by the Barclays Bank per annum calculated on a day-by day basis for each day after 3 months after the due date that the sum remains unpaid.

5. Termination & Suspension

5.1 The Agreement shall be suspended automatically on the occurrence of an event of force majeure being an event, occurrence or circumstance beyond the control of either party which operates to prevent either or both of the parties hereto from fulfilling any of their obligations hereunder such suspension continuing for as long as the event of force majeure shall continue and applying to any and all such obligations affected thereby only.

5.2 In the event of either party hereto being in breach of these Terms and Conditions the other party may by seven days' notice in writing specifying each breach and demanding remedy thereof suspend the entirety of the Agreement for such time as the breach or breaches so specified remain unremedied save that if such breach or breaches remain

unremedied for a period exceeding one month then the non-breaching party may terminate the Agreement forthwith by notice in writing.

5.3 The Agreement shall terminate automatically in the event that any suspension hereunder shall continue for a period of six months from the date of suspension.

5.4 UK Visa Services Ltd is entitled to terminate the agreement in any act of improper behaviour by the Client. The Client will be notified in writing. In such event termination has immediate effect.

6. Liability

6.1 UK Visa Services Ltd shall not be liable to the Client for any loss or damage whatsoever suffered by the Client as a result of a delay in UK Visa Services Ltd obtaining a visa or failure to obtain any visa hereunder.

6.2 The liability to UK Visa Services Ltd arising from the negligence of any UK Visa Services Ltd employee or agent of UK Visa Services Ltd shall be limited to any professional fees already received by UK Visa Services Ltd (excluding disbursements and governmental fees) .

7. Complaints

7.1 You can complain to your caseworker at UK Visa Services Ltd. Complaints received by UK Visa Services Ltd will be acknowledged within 5 working days and a written response will be provided within 15 working days.

7.2 You may complain directly to Customer Services at UK Visa Services Ltd, 2nd Floor, 67-71 Oxford Street, London W1D 2EN. You can also complain to the Office of the Immigration Services Commissioner, 5th Floor, Counting House, 53 Tooley Street, London, SE1 2QN. Complaints received by UK Visa Services Ltd will be acknowledged within 5 working days and a written response will be provided within 15 working days.

7.3 UK Visa Services Ltd will not charge for replying to a complaint received from a client. However after submitting representation following complaint, the UK Visa Services reserve the right to charge extra fee for the work done following unjustified and/ or unreasonable complaint. The client will be notified accordingly.

8. General

8.1 Any notice to be served hereunder may be sent by regular first class post to the principal place of business or the registered address of the party to be served and, if sent by mail, such service shall be deemed to have been effected on the fifth day after the date of posting, however, UK Visa Services Ltd are not responsible for late delivery by the Royal Mail.

8.2 UK Visa Services Ltd is regulated by the Office of the Immigration Services Commissioner and as part of the annual audit procedures it is possible that they will wish to look at your case file. You should notify your contact at UK Visa Services Ltd if you object to your case file being shown to the Office of the Immigration Services Commissioner.

8.3 The unenforceability of any part hereof shall not affect the enforceability of the balance hereof.

8.3 These Terms and Conditions shall be governed and interpreted in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

I hereby confirm that the above terms and conditions have been explained to me in by
..... (On behalf of UK Visa Services Ltd)

Client signature:
Print Name:
Date:

UKVS Representative signature:
Print Name:
Date: