



# **F B IMMIGRATION LIMITED**

## **Terms and Conditions**

These terms and conditions, together with any schedules, represents 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**

**1.1** "Permits2uk.com" or "Permits2uk.co.uk" shall mean F B Immigration Limited and identified as such in any communication or invoice to the Client as the context requires.

**1.2** "The Client" shall mean the person, company or entity engaging F B Immigration Limited to provide consultancy services or make application to obtain a Visa or work permit or entry clearance under these Terms & Conditions on their own behalf or on behalf of an identified third party.

**1.3** "The Agreement" shall mean the contracted engagement by the Client for the services provided by F B Immigration Limited for the provision of consultancy services leading to the approval of a visa application and subject to these Terms and Conditions.

**1.4** "Visa" or "work permit" shall mean any form of entry to a particular Country. This includes work permits, work visas, permanent immigration, highly skilled migration and any other type of visa.

**1.5** "The Fees" shall mean F B Immigration Limited's professional fees to represent the Client in a visa application. The details of the standard fees are included in the enclosed schedule however F B Immigration Limited may amend the same in writing, if required.

**1.6** "Third Party" shall mean any individual person or corporate entity made party to the engagement of F B Immigration Limited by the client as detailed above and including but not limited to an Employer, Recruitment Agency or individual job seeker or prospective employee, any third party being similarly subject to these terms of contract upon being made party to the engagement of F B Immigration Limited by the client.

**1.7** "Application" shall mean the preparation and submission of any documents, material or verbal statements howsoever transmitted to the intended recipient and made in respect of any immigration benefit or employment authorisation, including but not being limited to work permits, visas applications for leave to remain, petition approvals, landing rights, changes or adjustments of status, naturalisation and citizenship, which benefit or authorisation may be conferred by the Government of the United Kingdom and any other World Government as may be applicable from time to time. Applications may or may not be a component part of any consultancy service.

### **2 Services by F B Immigration Limited**

**2.1** F B Immigration Limited undertakes to use its best endeavours to obtain a Visa or approval for the Client. Immediately upon the Client's engagement of F B Immigration Limited to commence consultancy services or make any application, the Client agrees to the terms of this agreement and further the Client agrees and accepts that F B Immigration Limited is under no obligation to commence or undertake any work in respect of that service or application until such requested initial information and/or data has been received and passed as satisfactory by F B Immigration Limited. In the interests of clarity, acceptance of these Terms and Conditions is required only once from the Client and any subsequent communication by the Client to F B Immigration Limited pertaining to any application will be similarly binding upon the Client.

**2.2** Subject to Clause 3, 4 and 5 hereof, if F B Immigration Limited is unable to obtain a Visa for the Client then F B Immigration Limited shall not be liable to refund any deposit or fees paid to F B Immigration Limited by the Client.

**2.3** F B Immigration Limited has obtained registration under Level 1 with the OISC and if the client's case needs services by an Immigration Advisor competent and registered under Level 2 or Level 3, F B Immigration Limited will refer the client to such other advisor. The services provided will cover the initial visa application or extension of existing visa but F B Immigration Limited will not handle the appeal cases in respect of refusals of applications since F B Immigration Limited is registered at Level 1 only.

### **3 Co-operating with F B Immigration Limited**

**3.1** The Client undertakes - on instructing F B Immigration Limited to apply for a Visa for himself or thereafter promptly on receipt of any request from F B Immigration Limited - to provide accurate and detailed information and documents regarding the personal details, qualifications and work experience, the earnings, the achievements and job offer (including, if applicable, a copy of any contract between the Client and any third party pertaining to such work) and any other information or documentation that in its sole discretion F B Immigration Limited may deem necessary in order to obtain a Visa for the Client.

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

**3.3** The Client warrants that, once F B Immigration Limited is instructed in any case, that all representations to and contact with the relevant authorities will be made via F B Immigration Limited and that at no time will the Client, or any agent of theirs, contact or make representations to any authorities with whom F B Immigration Limited is dealing or with whom F B Immigration Limited is about to deal, without the written consent of F B Immigration Limited.

### **4 Payment**

**4.1** The Client agrees to pay to F B Immigration Limited a deposit of fifty percent of the fees at the same time as instructing F B Immigration Limited to obtain the Visa or to start consultancy services.

**4.2** The Client agrees to pay the balance of the fees before submitting the application for the consideration of the UK Border Agency or before representing the case personally under same day service, which ever is applicable.

**4.3** Should the Client instruct F B Immigration Limited to withdraw the Visa application subsequent to instructing F B Immigration Limited to apply for same but prior to submission to the relevant authorities of the application then sub-clause 2.2 hereof notwithstanding F B Immigration Limited shall be entitled to retain any deposit paid by the Client in respect of the application.

**4.4** Should the Client instruct F B Immigration Limited to withdraw the Visa application subsequent to submission to the relevant authorities of the application then sub-clause 2.2 hereof notwithstanding F B Immigration Limited shall be entitled to retain any deposit paid by the Client in respect of the application and shall further be entitled to payment by the Client of the balance of F B Immigration Limited's fees in respect of the application.

**4.5** In the event that sums due hereunder are not paid within three months of falling due F B Immigration Limited 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 HSBC Bank plc per annum calculated on a day-by day basis for each day after 3 months after the due date that the sum remains unpaid.

**4.6** All fees quoted by F B Immigration Limited in fee schedules and generally in correspondence and in conversation, are exclusive of disbursements (out of pocket expenses); such disbursements are payable by the Client in addition to F B Immigration Limited's fees.

### **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.

### **6 Liability**

**6.1** Save as specified in sub-clause 2.3 hereof F B Immigration Limited shall not be liable to the Client for any loss or damage whatsoever suffered by the Client as a result of a delay in F B Immigration Limited obtaining a visa or failure to obtain any visa hereunder.

**6.2** The liability to F B Immigration Limited arising from the negligence of any F B Immigration Limited employee or agent of F B Immigration Limited shall be limited to any professional fees already received by F B Immigration Limited.

### **7 Complaints**

**7.1** In case of dissatisfaction about any of the services provided by F B Immigration Limited, you may complain directly to F B Immigration Limited, Complaints, 11 Ardarroch Court Aberdeen AB24 5QZ. If your complaint is about an UK immigration related matter you may also complain, at any time, to the Office of the Immigration Services Commissioner, 5th Floor, Counting House, 53 Tooley Street, London SE1 2QN.

### **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 office 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.

**8.2** 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.

*Authorised by OISC. Ref No. F200900013*

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