



## **TERMS & CONDITIONS OF SERVICE – General:**

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 “The Agreement” shall mean a contract between the Client and **workpermit.com** for the provision of services leading to the approval of a visa application, and incorporating these Terms and Conditions.

1.2 “**workpermit.com**” shall mean **workpermit.com** and affiliate, subsidiary or parent thereof and identified as such in any invoice to the Client as the context requires.

1.3 “The Client” shall mean the person, company or entity engaging **workpermit.com** to obtain a Visa under these Terms & Conditions.

1.4 “Visa” shall mean any form of entry to a particular Country. This includes work permits, work visas, permanent immigration, and any other type of visa.

1.5 “The Fees” shall mean **Workpermit.com**’s professional fees to represent the Client in a visa application. The details of the fees are included in the enclosed schedule.

### 2. workpermit.com Services

2.1 **workpermit.com** undertakes to use its best endeavours to obtain a Visa for the Client.

2.2 Subject to Clause 3, 4 and 5 hereof if **workpermit.com** is unable to obtain a Visa for the Client then **workpermit.com** shall refund any deposit paid to **workpermit.com** by the Client.

2.3 The services provided will cover the initial visa application.

### 3. Working together with workpermit.com

3.1 The Client undertakes on instructing **workpermit.com** to apply for a Visa for himself or thereafter promptly on receipt of any request from **workpermit.com** to provide accurate and detailed information and documentation regarding the Client, the personal details, qualifications and work experience of the Client, the work that the Client is coming to the relevant jurisdiction to undertake (including, if applicable, a copy of any contract between the Client and any third party pertaining to such work) and details of any third party on whose premises the Client will be working, and any other information or documentation that in its sole discretion **workpermit.com** may deem necessary in order to obtain a Visa for the Client.

3.2 The Client warrants that any information or documentation provided to **workpermit.com** pursuant to sub-clause 3.1 above shall be true and accurate and further the Client hereby indemnifies **workpermit.com** for any loss or damage **workpermit.com** 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 **workpermit.com** arising from the Client’s breach hereof.

3.3 The Client warrants that, once **workpermit.com** is instructed in any case, that all representations to and contact with the relevant authorities will be made via **workpermit.com** and that at no time will



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the Client, or any agent of theirs, contact or make representations to any authorities with whom **workpermit.com** is dealing or with whom **workpermit.com** is about to deal.

#### 4. Payment

- 4.1 The Client agrees to pay to **workpermit.com** a deposit of fifty percent of the fees at the same time as instructing **workpermit.com** to obtain the Visa.
- 4.2 The Client agrees to pay the balance of the fees due within 7 days of receipt from **workpermit.com** of an invoice pertaining to same which invoice shall only be issued by **workpermit.com** subsequent to notification to **workpermit.com** by the relevant authorities that they are prepared to approve such a Visa.
- 4.3 Should the Client instruct **workpermit.com** to withdraw the Visa application subsequent to instructing **workpermit.com** to apply for same but prior to submission to the relevant authorities of the application then sub-clause 2.2 hereof notwithstanding **workpermit.com** shall be entitled to retain any deposit paid by the Client in respect of the application.
- 4.4 Should the Client instruct **workpermit.com** to withdraw the Visa application subsequent to submission to the relevant authorities of the application then sub-clause 2.2 hereof notwithstanding **workpermit.com** 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 **workpermit.com**'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 **workpermit.com** 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 National Westminster 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 **workpermit.com** in fee schedules and generally in correspondence and in conversation, are exclusive of disbursements; such disbursements are payable by the Client in addition to **workpermit.com**'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



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

6.2 The liability to **workpermit.com** arising from the negligence of any **Workpermit.com** employee or agent of **Workpermit.com** shall be limited to any professional fees already received by **Workpermit.com**.

## 7. Complaints

7.1 You may complain directly to the Client Relations Department at **Workpermit.com**, 11 Bolt Court, London EC4A 3DQ. If your complaint is about an UK immigration related matter you may also complain to the Office of the Immigration Services Commissioner, 6<sup>th</sup> Floor, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX.

## 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.

Signed:  
Name:  
(The Client)  
Date:

Signed:  
Name:  
For and on behalf of **workpermit.com**  
Date: