

TERMS & CONDITIONS OF SERVICE – UK Highly Skilled Migrant Programme ('HSMP')

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

"**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.

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

"The Visa" shall mean permission granted by the relevant authority that allows a candidate to take or to continue to undertake gainful employment or self-employment in the relevant jurisdiction. It shall not include any application for Further Leave to Remain or entry clearance that may be required after the issue of a visa, unless specifically requested by the Client and subject to an additional fee to be negotiated.

"The Fees" shall mean **workpermit.com** professional fees to represent the Client in a visa application.

"Refused"- shall mean a full refusal decision of the HSMP Application/Applications made on behalf of the client including 1st and 2nd Review possibilities submitted if applicable.

"Home Office Interpretation" Shall mean any decision made by the Home Office in interpretation and application of relevant dicta relating to UK Immigration Law.

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 should the initial application fail, **workpermit.com** shall re-submit the application to the Home Office at no additional cost to the Client **except the relevant Government fees**. 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 within 28 days of the second refusal subject to there being no change in circumstances which may render the client disqualified to make an application based on the same criteria. In which case the client will not be entitled to any refund. This guarantee excludes compulsory Government fees of GBP 315.

- 2.3 The services provided will cover an HSMP visa application that will grant entry for up to two years. This Agreement does not include any services other than applying for the HSMP Visa itself. Applications for Further Leave to Remain, Switching into another category, Extension of the initial one-year **(two years since April 2006)** visa, Applications for dependants to be considered, applications for Entry Clearance and any application that the Consultant dealing with the case does not deem as in relation primary relation to the HSMP Application itself, will be considered separately for costs and action. To reiterate, if **workpermit.com** is instructed in a further visa application, this would come under a new agreement between the parties.

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, 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 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 For persons applying from outside the UK

Our professional fees are **GBP 1315** and is payable in three instalments:

We require an initial deposit of **GBP 300** on account as well as UK government fees of **GBP 315**. Total Initial Deposit: **GBP 615**. These fees are subject to change in accordance with Company and Government changes. If you are required to make additional payment, you will be notified. Non-payment of these fees will induce rules pertaining to paragraph 4.4; withdrawal. Before submittal of your application, we require a second instalment of **GBP 500**. Upon **receiving a decision on your application** we require a final balance payment of **GBP 200**.

If you pay the full amount up front, we will deduct GBP 100 from the GBP 1315 total.

4.2 **For persons applying from within the UK**

Our professional fee is **GBP 1265**, inclusive of VAT:

The initial deposit of **GBP 475** as a deposit as well as UK government processing fees of **GBP 315**. Total Initial Deposit: **GBP 790**. These fees are subject to change in accordance with Company and Government changes. If you are required to make additional payment, you will be notified. Non-payment of these fees will induce rules pertaining to paragraph 4.4; withdrawal. Final balance payment of **GBP 475 once a decision on the application has been received**.

4.3 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.

4.4 **Withdrawal Policy – Refunds**

Refunds in relation to the Withdrawal Policy are only applicable to Clients that have paid the Full Deposit up front; namely: In country Applicants: **GBP 1165**, Out of Country Applicants: **GBP 1215**. Refunds are not applicable to Clients paying in installments.

Should you wish to withdraw your application **for any reason, prior to submission** to the relevant authorities, **workpermit.com** will retain 80% (eighty percent) of your deposit.

In order for paragraph 4.4 . You must communicate your withdrawal to us **within 10 working days from the initial instruction**. If your decision to withdraw is communicated to us beyond the 10 working day period, then **workpermit.com** will retain your deposit in full (less any UK government processing fees).

4.5 In taking on your case on a no-win no-fee basis, **workpermit.com** is relying on the representations that you have made about your qualifications, work experience, achievements, and earning power. If any of the claims you have made are inaccurate, or cannot be substantiated by documentation deemed acceptable to **workpermit.com**, then the no-win no-fee warranty shall be waived. In the event of **workpermit.com** notifying you that the documentation you have provided does not meet its standards, you have two choices.

EITHER

A. You can withdraw the application, in which case you will be charged for the work done prior to withdrawal at the rate of 80% of the agreed application fee

OR

B. You 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.

- 4.5.1 Further, if in the Consultant's estimation your case is considered weak because of the information you have provided in relation to your qualifications, work experience, achievements, and earning in the initial assessment then you may be declined no-win no-fee.
- 4.6 **In the event that the Home Office notifies Workpermit.com that the documentation provided by you could not be verified for any reason whatsoever, then the no-win no-fee policy would be deemed to be automatically waived off and you will not be entitled for any refund. However, as a gesture of goodwill we will send two reviews against the refusal. Furthermore, workpermit.com would be happy to submit a fresh application to the Home Office at no additional cost to the client, except the government fee, but again you will not be entitled to any refund should the application be refused.**
- 4.7 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.
- 4.8 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.

Home Office Interpretation of the HSMP Guidelines and Relevant Law

- 4.9 workpermit.com will apply the law accurately, and in accordance with relevant HSMP legal dicta.
- 4.10 workpermit.com will not be held responsible for the implementation of UK Immigration Law that the relevant authorities choose to enforce concerning the application of the relevant dicta made on HSMP Applications.
- 4.11 Refusal: If a HSMP Application is refused on the basis of paragraphs 4.8 or 4.9 then workpermit.com will not be liable for refunds of any professional fees or Government Fees paid by the Client. The discretion of what constitutes as interpretation of the HSMP Guidelines and pertaining law is decided by the individual Consultant.

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 2.2 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 any UK immigration related matter you may also complain 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 **workpermit.com** 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 **workpermit.com** 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.

We confirm that after receipt of this instruction letter, we will provide you with further details for your application under HSMP for entry to the UK.

In the meantime, if you are in agreement with these terms and conditions, please sign and return one copy of this letter, and retain the other copy for your records. I look forward to assisting you further with your application.

Yours sincerely,

HSMP Team

PLEASE COMPLETE

I agree to the terms and conditions as outlined in this letter:

DATE:/...../.....

NAME:

CONTACT TELEPHONE NO.:

FAX NO:

EMAIL ADDRESS:

CONTACT ADDRESS: