

Entry Clearance Services Ltd. (E.C.S)

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1 INTERPRETATION

1.1 In these terms and conditions (Conditions):

Contract means a Request for Services issued by the Customer and accepted by E.C.S, or a Quotation issued by E.C.S and accepted by the Customer (and for these purposes acceptance can be given orally or in writing (including by telephone, fax, email or via E.C.S's website);

Customer means the person, firm or company who purchases Services from E.C.S;

Quotation means a quotation for Services issued by E.C.S to the Customer whether oral or in writing (including by telephone, fax, email or via E.C.S's website);

Request for Services means a request for Services issued by the Customer to E.C.S (including a Request for Services issued by the Customer) whether oral or in writing (including by telephone, fax, email or via E.C.S's website);

Services means such of the Standard Services described in the Contract;

Standard Services means the standard E.C.S services described in on E.C.S's website or otherwise notified to the Customer by E.C.S;

VAT means value added tax chargeable under English law for the time being and any similar additional tax;

E.C.S means Entry Clearance Services Limited, a company incorporated in England (registered number 5731850) whose registered office is at 50 Broadway - Regus, floor 5, Westminster, SW1H 0RG.

1.2 The headings set out in these Conditions shall not affect the interpretation of these Conditions.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 The Quotation forms part of the Contract and shall have effect as if set out in full in the body of these Conditions and any reference to the Contract includes the Quotation.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A reference to writing or written includes faxes and e-mail.

1.7 Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2 APPLICATION OF CONDITIONS

2.1 These Conditions shall:

2.1.1 apply to and be incorporated into the Contract; and

2.1.2 prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's Request for Services, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's Request for Services, or the Customer's acceptance of a Quotation, constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by E.C.S other than:

2.2.1 by a acknowledgement issued and executed by E.C.S whether oral or in writing (including by telephone, fax, email or via E.C.S's website); or

2.2.2 (if earlier) by E.C.S starting to provide the Services,

when a contract for the supply and purchase of those Services on these Conditions will be established. The Customer's terms and conditions (if any) attached to, enclosed with or referred to in any Request for Services or other document shall not govern, or otherwise apply to, the Contract.

2.3 Quotations are given by E.C.S on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that E.C.S has not previously withdrawn it.

3 E.C.S's OBLIGATIONS

3.1 E.C.S shall use reasonable endeavours to provide the Services in accordance in all material respects with the Contract (including the description of the relevant Standard Services as set out in E.C.S's website or as otherwise notified to the Customer by E.C.S).

3.2 E.C.S shall use reasonable endeavours to meet any dates agreed with the Customer but any such dates shall be estimates only and time shall not be of the essence of the Contract.

4 CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

4.1.1 co-operate with E.C.S in all matters relating to the Services;

4.1.2 provide, in a timely manner and at no charge, such information, data, documents and material as E.C.S may request and ensure that it is accurate in all material respects;

4.1.3 provide, in a timely manner and at no charge, such information data, documents and material as set out by the respective issuing authorities in line with the relevant rules and regulations.

4.1.4 obtain and maintain all necessary licences, registration, permissions and consents (including pursuant to the Data Protection Act 1998) and comply with all relevant legislation (including the Data Protection Act 1998) to enable the Customer to supply any information, data, documents or material to E.C.S;

4.1.5 check the validity, accuracy and completeness of all passports, visas, applications and other information, data, documents and material supplied to E.C.S;

4.1.6 ensure that all passports, visas and applications covers the period of stay requested, the number of entries required and is also valid for the purpose of trip.

4.2 If E.C.S's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, or any person on whose behalf the Customer acts, E.C.S shall not be liable for any costs, charges or losses sustained or incurred by the Customer or any other person arising directly or indirectly from such prevention or delay.

4.3 The Customer shall be liable to pay to E.C.S, on demand, all reasonable costs, charges or losses sustained or incurred by E.C.S (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from:

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- 4.3.1 the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract; or
- 4.3.2 as a consequence of the incompleteness or inaccuracy of any information, data, documents or material supplied by the Customer, its agents, sub-contractors or employees, or any person on whose behalf the Customer acts.
- 5 CHARGES AND PAYMENT**
- 5.1 The charges payable for the Services shall be calculated in accordance with E.C.S's standard fee rates as notified to the Customer, as amended from time to time by E.C.S giving not less than 2 months written notice to the Customer. A 3.5% charge will be incurred on all credit and debit card transactions.
- 5.2 All charges are exclusive of VAT which E.C.S shall add to its invoices at the appropriate rate.
- 5.3 The Customer shall be liable for:
- 5.3.1 the issuing authorities processing fees; and
- 5.3.2 the cost of any materials and the cost of services reasonably and properly provided by third parties and required by E.C.S for the supply of the Services.
- Such costs, fees and expenses shall be invoiced by E.C.S at cost. Where such costs, fees and expenses are £250 or greater they must be paid in advance or within 7 days of receipt of E.C.S's invoice.
- 5.4 Where E.C.S has notified the Customer that:
- 5.4.1 any fees are payable in advance, those fees must be paid before E.C.S will be obliged to provide any Services;
- 5.4.2 any fees are payable following receipt of an invoice, those fees must be paid within 30 days of E.C.S's invoice or such earlier date as is required by condition 5.3.
- 5.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay E.C.S any amount on the due date, E.C.S may:
- 5.5.1 charge interest on such amount from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Royal Bank of Scotland plc, accruing on a daily basis and being compounded quarterly until payment of such amount is made, whether before or after any judgment; and
- 5.5.2 suspend all Services until payment of such amount has been made in full; and
- 5.5.3 retain all information, data, documents or material of the Customer, its agents, sub-contractors or employees, or any person on whose behalf the Customer acts until payment of such amount has been made in full.
- 5.6 Time for payment shall be of the essence of the Contract.
- 5.7 E.C.S may, without prejudice to any other rights it may have, set off any liability of the Customer to E.C.S against any liability of E.C.S to the Customer.
- 6 LIMITATION OF LIABILITY**
- 6.1 This condition 6 set out the entire financial liability of E.C.S (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 6.1.1 any breach of the Contract;
- 6.1.2 any use made by the Customer of the Services or any part of them; and
- 6.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 6.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 6.3 Nothing in these Conditions limits or excludes the liability of E.C.S:
- 6.3.1 for death or personal injury resulting from negligence; or
- 6.3.2 for any damage or liability arising as a result of fraud or fraudulent misrepresentation by E.C.S.
- 6.4 Subject to the limit on E.C.S's liability described in condition 6.5.2 and to the customer proving its losses and damages, in the event of loss of or damage to a passport and/or any supporting documents as a consequence of the negligence of E.C.S, E.C.S's liability shall be limited to a maximum of £200 per passport and/or £10 per supporting document, subject to an overall limit of £1000.00.
- 6.5 Subject to conditions 6.2, 6.3 and 6.4:
- 6.5.1 E.C.S shall not be liable for:
- (a) loss, delays or non-issuance of any application or a passport and/or any supporting documents whatsoever caused by consulates, embassies, the passport office, the Foreign and Commonwealth Office or the Home Office, any third party carriers or couriers or subcontracted agents;
- (b) loss of, or delays in, or the non-issuance of, any application arising from or in connection with (to include but not restricted to) incomplete application forms, incorrectly or falsely completed application forms, inaccurate or incomplete supporting documentation;
- (c) for losses or delays caused by changes in requirements or by alterations in Embassies, Consulates, Home Office, Passport Office or Foreign and Commonwealth Office procedures;
- (d) loss of profits, loss of business, loss of goodwill, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of information, data, documents or information;
- (e) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- 6.5.2 E.C.S's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.
- 6.6 Unless specific instructions are received in writing to the contrary, E.C.S shall not be held liable for acting in the best interests of and in a manner which would be considered reasonable to enable them to fulfil the implied instructions of the Customer. Any such additional actions which incur additional charges shall be wholly the responsibility of the Customer.
- 6.7 E.C.S reserves the right to decline the processing of documents and applications for any reason whatsoever and at its total discretion, including but not limited to incomplete documentation, insufficient processing time, or suspect documentation or application content.
- 6.8 All disputes must be notified in writing to E.C.S within 30 days of invoice date.
- 6.9 E.C.S do not provide immigration advice and as a result do not accept responsibility for the outcome of any applications.

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7 FORCE MAJEURE

- 7.1 E.C.S shall have no liability to the Customer under or in connection with the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of E.C.S or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

claim that arises out of or in connection with the Contract or its subject matter.

8 MISCELLANEOUS

- 8.1 No variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 8.2 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 8.3 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 8.4 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 8.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 8.6 E.C.S may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 8.7 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
- 8.8 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 8.9 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or