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## TERMS AND CONDITIONS FOR PROVISION OF IMMIGRATION SERVICE (DISTANCE)

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### BACKGROUND:

These Terms and Conditions are the standard terms for the sale of services via the Internet by ELSG Ltd registered in England under number 04520558, whose registered address is 200 Lower High Street, Watford, WD17 2EH

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business Day”</b>	means, any day other than Saturday or Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Contract”</b>	means the contract for the purchase and sale of Services, as explained in Clause 3;
<b>“Date of Conclusion”</b>	In respect of any application means the day when Your application is fully completed, but does not have to be signed by You or any person, or posted.
<b>“Conclusion”</b>	In respect of any application means that the application is fully completed but does not have to be signed by You or any person, or posted.
<b>“Month”</b>	means a calendar month;
<b>“Order”</b>	means your order for the Services, made via the Internet or telephone;
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“Pre-Contract Information”</b>	means information about ELSG Ltd , the Services, pricing, and your legal rights that We are required to provide under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations which will be made available to You via Our website;
<b>“Price”</b>	means the price payable for the Services;
<b>“Services”</b>	means the services which are to be provided by Us to You as specified in your Order (and confirmed in Our Order Confirmation);
<b>“Special Price”</b>	means a special offer price payable for the Services;
<b>“We/U/Our”</b>	means ELSG Ltd registered in England under number 04520558, whose registered address is 200 Lower High Street, Watford, WD17 2EH
<b>“You”</b>	The person, whether natural or legal who entered into contract with Us

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by email, text message, fax or other means.

## **2. Information About Us**

ELSG Ltd registered in England under number 04520558, whose registered address is 200 Lower High Street, Watford, WD17 2EH and whose main trading address is 200 Lower High Street, Watford, WD17 2EH

- 2.1 We are regulated by the Office of the Immigration Services Commissioner; our registration number is F201600055

## **3. The Contract**

- 3.1 These Terms and Conditions govern the sale of services by Us, via the Internet or telephone and will form the basis of the Contract between Us and You. Before submitting your Order, You will have certain key terms and conditions and information read and explained to You over the telephone and You should ensure that You have read these Terms and Conditions and the Pre-Contract Information carefully.
- 3.2 Nothing provided by Us including, but not limited to, information given over the telephone, sales and marketing literature, price lists and other information constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding Contract between Us and You will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

## **4. Orders**

- 4.1 All Orders for Services made by You via the Internet or telephone will be subject to these Terms and Conditions.
- 4.2 You may change your Order at any time before We begin providing the Services by contacting Us. Requests to change Orders do not need to be made in writing.
- 4.3 If your Order is changed, We will inform You of any change to the Price in writing.
- 4.4 If You change your mind, You may cancel your Order at any time either before We begin providing the Services or, subject to limitations, once the Services have begun by contacting Us. Please refer to Clauses 10 and 11 for details of your cancellation rights.
- 4.5 We may cancel your Order at any time before We begin providing the Services in the following circumstances:
  - 4.5.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or
  - 4.5.2 An event outside of Our control continues for more than 14 days (please see Clause 9 for events outside of Our control).
- 4.6 If We cancel your Order under sub-Clause 4.5 and You have already made any payment to Us, the payment will be refunded to You within 3 working days. If We cancel your Order, You will be informed in writing.

## **5. Price and Payment**

- 5.1 The Price of the Services will be that in accordance with our rates at the time of contracting.
- 5.2 If We offer a Special Price, the Special Price will be valid for 7 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. If the Special Price requires a promotion or voucher code and You are unable to provide a valid promotion or voucher code when making your Order, the Special Price will not be available to You. Orders placed during the validity period of a Special Price will be accepted at the Special Price even if We do not accept your Order until after the period has expired.
- 5.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 5.4 Pricing and payment structures (including due dates for payment) may vary according to the nature of the Services ordered.

- 5.5 We accept the following methods of payment:
- 5.5.1 BACS
  - 5.5.2 All major Debit and Credit cards over the phone
  - 5.5.3 Online payment by PayLink
  - 5.5.4 Online payments at <http://pay.elsg.co.uk>.
- 5.6 We do not charge any additional fees for any of the payment methods listed in sub-Clause 5.5
- 5.7 Liability for Our Fees arises as the work progresses and is as follows:
- 5.7.1 For initial analysis and advice, confirmed in a Client Care Letter You will be liable for 20% of the total fee.
  - 5.7.2 After We make enquiries and/or request documents from You and/or any third party You will be liable, in addition to the fee specified in the paragraph 5.7.1 You will be liable for additional 20% of the total fee, making 40% of the total fee.
  - 5.7.3 After we commence completing of a relevant application form, but before full completion, You will be liable, in addition to the fees specified in the paragraph 5.7.1 and 5.7.2 You will be liable for additional 30% of the total fee, making 70% of the total fee.
  - 5.7.4 After your application is Concluded You will be liable for the total fee.
- 5.8 The fees specified in the clause 5.7 will be charged:
- 5.8.1 If Your application is Concluded, seven days after the date of Conclusion
  - 5.8.2 If Your application is not Concluded, seven days after the most recent step (specified in the clause 5.7) was completed.
- 5.9 If You do not make any payment to Us by the due date as shown in/on invoice We may charge You interest on the overdue sum at the rate of 8% per annum above Bank of England rate. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

## **6. Providing the Services**

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the immigration services sector, and in accordance with any information provided by Us about the Services and about Us. We will begin providing the Services on the date agreed when You make your Order (which shall be confirmed in Our Order Confirmation). Please note that if You request that the Services begin within the statutory 14 Calendar Day cancellation (or “cooling-off”) period, your right to cancel may be limited or lost. Please see Clause 10 for your statutory cancellation rights.
- 6.2 We will make every reasonable effort to provide the Services in a timely manner and to complete them on time. We cannot, however, be held responsible for any delays if an event outside of Our reasonable control occurs. Please see Clause 9 for events outside of Our control.
- 6.3 If We require any information from You in order to provide the Services, We will inform You of this as soon as is reasonably possible.
- 6.4 If the information You provide under sub-Clause 6.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that You have provided We may charge You a reasonable additional sum for that work.
- 6.5 In certain circumstances, for example where there is a delay in You sending Us information required under sub-Clause 6.4, We may suspend the Services (and will inform You of that suspension in writing).
- 6.6 In certain circumstances, for example where We encounter a technical problem, We may need to

suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency and requires immediate action We will inform You in advance before suspending or interrupting the Services.

- 6.7 If You do not pay Us for the Services as required by Clause 5, We may suspend the Services until You have paid all outstanding sums due. If this happens, We will inform You in writing. This does not affect Our right to charge You interest under sub-Clause 5.7.

## **7. Problems with the Services and Your Legal Rights**

- 7.1 We always use reasonable endeavours to ensure that Our Services are trouble-free. If, however, there is a problem with the Services We request that You inform Us as soon as is reasonable possible.
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonable possible and practical.
- 7.3 We will not charge You for remedying problems under this Clause 7 where the problems have been caused by Us, any of Our agents or sub-contractors or where nobody is at fault.
- 7.4 As a consumer, You have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Services), You have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

## **8. Our Liability**

- 8.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 8.3 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office

## **9. Events Outside of Our Control (Force Majeure)**

- 9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions or the Contract:
- 9.2.1 We will inform You as soon as is reasonably possible;
- 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

- 9.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 9.2.4 If the event outside of Our control continues for more than 14 days We will cancel the Contract and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible;
- 9.2.5 If an event outside of Our control occurs and You wish to cancel the Contract, You may do so. Any refunds due to You as a result of such cancellation will be paid to You as soon as is reasonably possible.

## **10. Your Statutory Right to Cancel**

- 10.1 As a consumer in the European Union You have a statutory right to cancel your Contract with Us up to 14 Calendar Days after the Contract between You and Us is formed (as explained in sub-Clause 3.3). You may cancel your Contract with Us for any reason under this right. If You wish to cancel your Order before receiving Our Order Confirmation or if You wish to cancel the Contract after receiving the Order Confirmation but before the Services begin, sub-Clause 10.2 will not apply.
- 10.2 As noted in sub-Clause 6.1, if You have requested that the Services begin within the 14 Calendar Day cancellation period your statutory right to cancel may be limited or lost. By requesting that the Services begin within the statutory cancellation period You acknowledge and agree that:
  - 10.2.1 If the Services are fully performed within the 14 Calendar Day cancellation period, You will lose your right to cancel after the Services are fully performed.
  - 10.2.2 If You cancel the Services after they have begun but are not yet complete (where applicable) You will be required to pay for the Services supplied up to the time at which You inform Us that You wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that You have already paid shall be refunded subject to deductions calculated in accordance with the foregoing.
- 10.3 If You wish to exercise your right to cancel under this Clause 10, You must inform Us of your decision. You may do so in any way that is convenient for You. Please ensure that You inform Us of your decision to cancel before the period in sub-Clause 10.1 expires (note that the cancellation period is defined as whole Calendar Days. If, for example, You send Us an email or a letter by 23:59 on the final day of the cancellation period, your cancellation will be valid and accepted). We provide a cancellation form that You may use if You wish to inform Us in writing. The cancellation form and accompanying instructions is attached in Schedule 1 & Schedule 2 to this document. Alternatively, please contact Us:
  - 10.3.1 By telephone on 02036270223;
  - 10.3.2 By email on [info@elsg.co.uk](mailto:info@elsg.co.uk) ; or
  - 10.3.3 By post at ELSG Ltd, 200 Lower High Street, Watford, WD17 2EH.
- 10.4 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our services, however You are under no obligation to provide any details if You do not wish to.
- 10.5 Refunds under this Clause 10 will be issued to You no later than 14 Calendar Days after the date on which You inform Us that You wish to cancel.
- 10.6 Refunds under this Clause 10 will be made using the same payment method You used when ordering the Services.

## **11. Cancellation After the Statutory Cancellation Period**

- 11.1 Cancellation of Services after the 14 Calendar Day cancellation period has elapsed shall be subject to the specific terms governing those Services and may be subject to a minimum contract duration. You will be informed of the relevant duration and cancellation provisions by Our salespeople before You complete your Order and details will also be included in the Pre-Contract Information.
- 11.2 If You wish to exercise your right to cancel under this Clause 11, You must inform Us of your decision to do so. You may do so in any way that is convenient for You. We provide a cancellation form that You may use if You wish to inform Us in writing. The cancellation form and accompanying instructions is available [www.elsg.co.uk/cancellation.pdf](http://www.elsg.co.uk/cancellation.pdf). Alternatively, please contact Us:
  - 11.2.1 By telephone on 02036270223;
  - 11.2.2 By email on [info@elsg.co.uk](mailto:info@elsg.co.uk); or

- 11.3 By post at ELSG Ltd, 200 Lower High Street, Watford, WD17 2EH.
- 11.4 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our services, however You are under no obligation to provide any details if You do not wish to.
- 11.5 Eligibility for refunds may vary according to the Services ordered. In some cases You may be required to make a further payment on cancellation. You will be informed of the relevant terms by Our salespeople before You submit your Order and details will also be included in the Pre-Contract Information.
- 11.6 Refunds under this Clause 11 will be issued to You no later than 14 Calendar Days after the date on which You inform Us that You wish to cancel.
- 11.7 Refunds under this Clause 11 will be made using the same payment method You used when ordering the Services.

## **12. Communication and Contact Details**

- 12.1 If You wish to contact Us with general questions or complaints, You may contact Us by telephone at 02036270223 or by email at [info@elsg.co.uk](mailto:info@elsg.co.uk).

## **13. Complaints and Feedback**

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from [www.elsg.co.uk/icp.pdf](http://www.elsg.co.uk/icp.pdf)
- 13.3 If You wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:
  - 13.3.1 In writing, addressed to ELSG Ltd, 200 Lower High Street, Watford, WD17 2EH
  - 13.3.2 By email, addressed to [info@elsg.co.uk](mailto:info@elsg.co.uk)
  - 13.3.3 By contacting Us by telephone on 02036270223

## **14. How We Use Your Personal Information (Data Protection)**

- 14.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 14.2 We may use your personal information to:
  - 14.2.1 Provide Our services to You;
  - 14.2.2 Process your Order (including payment) for the Services; and
  - 14.2.3 Inform You of new products and/or services available from Us (if You opt or have previously opted to receive it). You may request that We stop sending You this information at any time.
- 14.3 In certain circumstances (if, for example, You wish to purchase Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 14.4 We will not pass on your personal information to any third parties without first obtaining your express permission.

## **15. Other Important Terms**

- 15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and

under the Contract, as applicable) without Our express written permission.

- 15.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

## **16. Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.
- 16.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

## **SCHEDULE 1**

Information about the exercise of the right to cancel

### **RIGHT TO CANCEL**

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day when You signed the contract. To exercise the right to cancel, You must inform Us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for You to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **EFFECTS OF CANCELLATION**

If You cancel this contract, we will reimburse to You all payments received from You, We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement.



## SCHEDULE 2

To ELSG Ltd of Queens House, 200 Lower High Street, Watford, WD17 2EH, tel: 02036270223, info@elsg.law:

I hereby give notice that I cancel my contract for the supply of the following service

Ordered on \_\_\_\_\_,

Name of consumer(s), \_\_\_\_\_

Address of consumer(s), \_\_\_\_\_

Signature of consumer(s) (only if this form is notified on paper),

Date