



***Bhullu & Co***  
***(Immigration Adviser)***

70, Hill Top, St James Chambers, West Bromwich, B700PU

Tel: 0121-5050233,

Email: [bhulluuk@hotmail.com](mailto:bhulluuk@hotmail.com)

## Terms & Conditions

### 1. Place and hours of business

Bhullu & Co is based at 70, Hill top, St James Chambers, West Bromwich, B700PU and is registered with OISC vide regn No.F202100296. Our office hours are generally between 10.30 am and 5.30 pm Monday to Friday, although we may make appointments outside of these hours when essential to the interest of our clients. However, this is subject to the discretion of your Adviser.

### 2. People responsible for your work and time frame

The Caseworker responsible for your work be listed on the Client Care Letter we will send to you, together with names of any other members of our team who may assist the case relating to you. We try hard not to change the persons acting for you but should this become necessary we will notify you of the change in writing, explaining why the change was necessary.

We endeavor to complete work as soon as we receive your instruction with necessary supporting documents, for example if we receive your instruction with documents on the start of a working business day we will do our best to have the application completed and sent back to you for signing on that day in order to post them to UKVI with no further delay, unless there are reasons or circumstance beyond our control. In case of online submission, it will be processed soon we receive all required necessary documents. Any correspondence received from the UKVI will be posted/informed to you soon it is received. We will hold your documents until all the supplied documents are returned by the UKVI either on approval or refusal. However, you may request at any time for your documents and case file to be sent to you, and it will be made available accordingly.

The UKVI case working times can range from six weeks to Six months or may be more depending upon the type of your case. Any application pending beyond six months period, upon your instructions we will contact the UKVI for update and any response received will be communicated to you. Please be notified that according to UKVI general guidelines no follow up required until the application has been with them for over six months.

### 3. Charges, Expenses and Payments

We require you to settle the required fees with cleared funds before we close your case. We reserve the right not to carry any further work unless full agreed fee is settled/paid. Refunds will only be made for work that has not been carried out; after making adjustment of work that has been agreed and completed. Please note we will not hold your documents for non-payment of the fee on you part however, you will be subject to civil justice, as per applicable rule of law.

Please also note that once you have agreed and paid our fees and had your case closed, under no circumstances can these fees be refunded. We work strictly on mutually agreed fixed fee basis before we commence any work on your behalf. Your agreement will be sought on these matters as part of our initial Client Care Letter that will be sent across to you for your confirmation and signatures

3.1 Disbursements : From time to time, we may need to incur out of pocket expenses on your behalf, such as, photocopying of large volumes of documents, interpreters fees, and translation of documents, agent fees, travel



and accommodation expenses, document preparation expenses, and international telephone charges or postage etc

We may also from time to time if necessary have to obtain additional advice or opinions relating to your case.

Please be notified that additional charges may likely be incurred for obtaining any additional advice which will be notified to you in writing in advance for your consent. Your consent to pay these additional charges will be placed on your file and a copy will be sent to you for your records and information.

All UK postage is included in our quoted legal fees; however, any out of country postage and courier costs are subject to be included, and any such costs will have to be borne by the client.

### 3.2 Public funding

We do not have a franchise to undertake any work on your behalf via the Legal Services Commission ("LSC"). We will therefore be unable to assess your eligibility for public funding via the LSC. However, If you believe that you may be eligible for public funding in respect of this case, we would recommend that you contact the LSC or Community Legal Advice for guidance. Alternatively, we shall be happy to refer you to a firm which does have an LSC franchise. If you instruct us to act on your behalf, you will be responsible for any charges as detailed within our correspondence. However, with the change of circumstances, if you subsequently become eligible for public funding in respect of this matter, we will be happy to transfer your file with all documents to another firm which does have an LSC franchise subject to the payment of any outstanding fees and expenses due to us to date for the work done on your behalf..

### 3.3 Unforeseen work

We shall inform you if any unforeseen work becomes necessary, for example, due to unexpected difficulties or if your requirements or the circumstances change significantly during the course of your case. We will advise you in writing the estimated cost of extra work before such work is carried out for your consent where we will aim to agree such amended charges. If we cannot reach to the agreement of such additional costs, we reserve the right not to carry out any further work until the matter of costs is settled in which case you are entitled to find an alternative immigration assistance, and we may assist you in this process.

## 4. Payments on Account for Disbursements

It is normal practice to ask clients to make payments on account from time to time. These payments help to meet this firm's expected charges for disbursements and to help avoid delaying progress in the matter. We will then pay expenses for disbursements as they become due. We may request further payments on account of expenses for disbursements as the matter progresses. These amounts will be shown as paid on the Disbursement final bill. Please note that disbursements may be payable to third parties. Please also note that in the event that the matter does not proceed to conclusion you will still need to pay for the disbursements that have arisen. Your consent for the payment of disbursements will be sought before such fees are incurred.

## 5. Service Levels and Your Responsibilities

Our responsibilities to you: Our cost for the work undertaken is based on the assumptions that it is carried out within defined levels of service being made to you. We will update you on a regular basis as the matter proceeds, this may be via letter, email, SMS, or phone conversation or any other social media platform such as whatsapp, messenger etc. as and when it is appropriate to do so. We will review your matter regularly and advise you of any changes in the law or of any circumstances or risks of which we are aware or consider being reasonably



foreseeable or relevant to your situation. We will contact you as and when it becomes necessary.

We require you to provide us with: Clear, timely and accurate instructions. All documentation required to complete the transaction in a timely manner

#### 6. Referrals

As a regulated adviser we cannot accept any referral fee from any person for recommending or referring a client. As a regulated adviser we cannot offer or accept an inducement for taking on a client. However, in the event that we are acting both for you and a third party and where a conflict of interests arises, we may have to stop acting for both of you.

#### 7. General

- We are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy
- Our offices are open between 10.30am and 5.30pm, Monday to Friday though we will make appointments outside of these hours when essential to the interest of our clients. We have been, where possible made accessible for people with mobility difficulties or disabilities. However, should you require an appointment, please contact us so that we can ensure adequate provision is made.

#### 8. Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you and you may contact us at [bhulluuk@hotmail.com](mailto:bhulluuk@hotmail.com) to request the data we hold about you. We may make a small nominal charge for this access.

Additionally, all data that you submit to us via this website will be held in compliance with the Data Protection Act 1998.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

#### 9. Privacy Policy

We do not store financial information nor do we share any financial information with third parties.

#### 10. Your right to cancel your contract with us

After you have made payment, by signing and returning our client care letter you waive your right to cancel the contract before the expiry of seven days. In other circumstances, the contract cannot be cancelled after the expiry of seven days from the date of payment.

You have already verbally agreed that should you decide to terminate the contract before you formally instruct us, we reserve the right to charge you £300 for our administration costs. This is to cover the cost of providing advice to you on the telephone or through any other social media platform, opening your



file and processing any refund that may be due to you. Terminating this contract by you at any time (other than para 1 of 10 above) will result in the whole of the fees to be payable by you.

#### 11. Vetting of Files and Confidentiality

The Office of the Immigration Services Commissioner (OISC) may conduct audit or quality checks on our practice. The OISC are required to maintain confidentiality in relation to your files.

#### 12. Money Laundering

##### 12.1 Proof of Identity

- The law now requires professionals, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their Clients. This is because those who deal with money and property on behalf of their Clients can be used by criminals wishing to launder money
- If you ask us to hold any money on account for you in our client account, and in order to comply with the law on money laundering, we will need to obtain evidence of your identity. Where you are asked for this, we would be grateful if you would provide us with documents to verify your identity and address, for example a certified copy of your passport, driving licence or birth certificate along with certified copies of receipted utility bills no more than 3 months old. Please note that we do not accept photocopies of identification unless the same has been certified by a Solicitor or original copy shown and verified to our Adviser and we do not accept scanned copies sent by email. Please also note that we will not carry out any work for you unless you have supplied your identification and we have approved the same.

##### 12.2 Confidentiality

- As professionals we are under an obligation to keep the affairs of clients confidential. This obligation however, is subject to a statutory exception. Recent legislation on money laundering and terrorist financing has placed professionals under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a professional knows or suspects that a transaction on behalf of a client involves money laundering, the professional may be required to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. Where the law permits us to do, we will tell you about any potential money laundering problem and explain what action we may need to take.

##### 12.3 Cash

- We reserve the right to charge for any additional checks we deem necessary regarding the source of your funds. In the event of high value transactions, bank statements or confirmation of savings must be produced to confirm source of funds. It is your responsibility to supply us with the information we have requested.

#### 13. Complaints Procedure

##### 13.1 Our complaints policy

We are committed to providing a high-quality service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

##### 13.2 Our complaints procedure



Bhullu & Co wants to give you the best service possible and welcome any comments, ideas and suggestions that you may have.

We try to make sure that our service is the best it can be, but sometimes despite our best efforts, things can go wrong. We welcome complaints, comments and suggestions. If we know what we are doing wrong, we can put it right and learn from the mistake. So, if you have a problem or are dissatisfied with any part of our service please tell us. Please note that you can contact the OISC at any time during the complaints procedure

### 13.3 What will happen next?

We will do our best to fix any problem or complaint quickly. Wherever possible we hope to put things right at the point that they went wrong. We will work closely with all involved to ensure that complaints are dealt with speedily and all views are represented.

If you have a complaint, the first thing you should do is:

- Speak to a member of staff in the area where the problem took place. Tell them what has happened and they will do their best to put it right as soon as possible. Most complaints are resolved in this way
- If the problem is not resolved at this stage please contact us at BHULLU & CO at the following address:

70, Hill Top, St James Chambers, West Bromwich, B700PU

What if I don't want to talk about my complaint to someone working for the Consultancy?

If you would prefer to talk to someone unconnected with the Consultancy, you can contact OISC at the address below. They can help you understand the complaints system and investigate and support you in any issues that you may have.

How long will it take to deal with my complaint?

Bhullu & Co will endeavour to resolve any complaint within 5 working days. If this is not possible, we will respond within 5 working days or acknowledge your complaint within 2 working days and respond fully within 20 working days.

You have a right to a full written reply to any complaint from the Organisation's Key Contact. We will try to get this to you within the 20 working days deadline. However, sometimes there are good reasons why we won't be able to do this. If this is the case for you we will tell you why there is a delay, where we have got to in the complaints procedure and give you a new date when you will receive your written reply.

What if I am not happy about how you deal with my complaint?

If you're not happy with the result or the handling of your complaint you can contact the:

Office of the Immigration Services Commissioner (OISC) at any time directly on:

Tel: 0345 000 0046 : General Helpline. Email [info@oisc.gov.uk](mailto:info@oisc.gov.uk)

Address: Office of the Immigration Services Commissioner (OISC) 5thFloor 21 Bloomsbury Street London WC1B 3HF

Should any part of this procedure not be fully understood or require clarification, please contact a member of staff.

### 14. Termination

We may reserve the right at any time to terminate instructions if we feel that you have made false representations or provided any false documents. We must give you reasonable notice that we will stop acting for you. If we decide that we should stop acting for you, we will notify you in writing within 3 working days of termination. We will also, upon termination, notify any other involved party or deciding body that we have withdrawn from your matter.

You have verbally agreed that should you decide to terminate the contract before you formally instruct us, we reserve the right to charge you £300 for our administration costs. This is to cover the cost of providing advice to you on the

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telephone or through any other means of social media platform, opening your file and processing any refund that may be due to you.

#### 15. Storage of papers and documents

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for six years. After that, storage is on the clear understanding that we have the right to destroy it after such period, as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date, which may be specified in that notice.

You also authorise us, if we wish, to store the file in electronic form, such that the original papers can thereafter be destroyed save for any original deeds and/or documents that you may have provided which will be returned to you at the conclusion of the matter in respect of which we are instructed.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we will make a charge based on time spent for producing stored papers or documents to you or another professional at your request at £300.00. We may also charge for reading, correspondence or other work necessary to comply with your instructions. There may also be a further charge if we feel that there is a large amount of photocopying required or postage charges to be incurred.

#### 16. Change in Immigration Law

Please note that we shall not be held liable for advice if the law on immigration regarding your matter changes subsequently. We will endeavour to advise you of any law changes as soon as we are made aware of the same, however, a change in the law brought into force once your application has been completed will not render us liable for any refusal which you may receive as a result.

#### 17. Limitation of liability

Our liability to you is limited in every case to the amount of the fees paid to us for performing our service. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. As soon as we have concluded our initial consultation and completed your application we will not be held responsible for any delays caused by you in providing us with the necessary documents to support your application.

As soon as we have concluded our initial consultation and completed your application, we will not be held liable if a refusal arises from the Home Office or other adjudicating body. Our matter will be completed upon lodging the application to the Home Office or adjudicating body.

#### 18. Professional Indemnity Insurance

Bhullu & Co has full professional indemnity insurance provided by AXA INSURERS.

#### 19. Acceptance

Your continuing instructions will amount to your acceptance of these terms of business, nevertheless please sign and date the enclosed copy of this letter and return it to us immediately. Then we can be confident that you understand the basis on which we act for you.

We hope that by sending this letter to you, we have addressed your immediate queries about the day-to-day handling of your work and our terms of business. However, if you have any queries, please do not hesitate to contact us. This is an important document, which we would urge you to keep in a safe place for future reference. Please sign both copies, returning one to our offices.



## 20. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England & Wales and you hereby submit to the exclusive jurisdiction of the Courts of England and Wales accordingly.

We aim to continuously review the service we offer to our clients. We would therefore appreciate any comments and suggestions on how we could improve our service to our clients.

## 21. Procedure on the use of Experts

Bhullu & Co can arrange interpreters depending on the language and what type of interpretation is required.

We feel that Orient Script Worldwide ([www.orientscript.com](http://www.orientscript.com)) offer a very fair service with the very competitive prices that are registered with ATC (Association of Translation Companies). Bhullu & Co always look out for professional bodies who are members of ATC (Association of Translation Companies), as the members of ATC are carefully vetted before admission into membership, adhere to a strict code of professional conduct, are subject to the rulings of a professional ethics committee and carry full professional indemnity insurance cover to safeguard the interests of the translation purchaser.

Bhullu & Co will try it's best to explain to the client when we feel an interpreter is required. We will make it clear that a professional company who are registered with a recognized accredited body such as the ATC. When Bhullu & Co has hired the services of an interpreter we will explain to the interpreter their precise role and responsibilities and in particular that they should act impartially, respect the clients confidentiality and not to distort information stated by the client.

If at any time Bhullu & Co becomes aware that the client is not comfortable with the interpreter that we have supplied we will request a replacement to ensure the client remains at ease.

Date:...

NAME: .....

SINED ON BEHALFL OF BHULLU & CO .....

I have read the terms and conditions as stated above and hereby agree to these terms and conditions.