

# TERMS AND CONDITIONS OF SERVICE

## OISC REGULATION AND COMPLAINTS PROCESS

### Contents

The following sets out the terms and conditions of engaging Walkthruvisa Ltd's service which we are required to provide you at the start of our service. It includes details of our complaints process as well as that of our regulator, the Office of the Immigration Services Commissioner.

Before we proceed any work as detailed in the client care letter, we require your signed approval of these terms. If you wish to further explanation or to discuss any aspect of these or have further questions, please do not hesitate to ask.

### Section 1 - Acting on understanding of accurate information

1.1 Any advice, services, actions taken or information given on behalf of Walkthruvisa Ltd to you are directly related to your circumstances as you have explained them to be. For this reason, we provide a written summary in the client care at the start and at the end of your interaction with us in our final summary letter.

1.2 The client care letter is a legal requirement which outlines your situation, the advice and suggested course of action and your instructions to us. It also details the fee. You must agree to this before work is commenced.

1.3 The summary letter, produced at the end of your case, provides you with a clear summary of advice, what action was taken, when and the rationale behind it based in the immigration rules, if required. You may also be invited to agree to its contents should there be significant aspects in the application of which we feel you should be aware – such as areas of high risk in the application to which we wish to draw your attention. This letter is kept with your information.

### Section 2 - Limitation of Advice

2.1 Any information or advice provided is done so on a confidential, case-specific and time-limited basis: it relates to a client's circumstances as they have been explained to be at the time of consultation, review or service.

2.2 Any information, advice or guidance contained in email, written response, client care letter or subsequent summaries and revisions thereof, is pertinent only to the applicant and is relevant only at the timing and circumstances that they have requested the advice and the advice has been presented. If your circumstances or the timing of your proposed application changes, you may require fresh advice and we do not recommend you rely on previous advice in such a case.

2.3 All advice must be maintained in mutual confidentiality between Walkthruvisa Ltd and the named client and must not be reproduced, shared or distributed in whole or in part by other means of communication to a third party or parties, unless by advance mutual agreement.

Exceptions to this subclause include your right to avail of the OISC Complaints Process as described in your Client Care Letter in which case, where a complaint is intimated to us, we will self-refer the case to OISC, including passing over any and all files as requested by them. Further, the clauses detailed in 'Section 8 – Case Files' where we explain that our case files can be reviewed by the Office of the Immigration Services Commissioner (OISC) and 'Section 9 – General Data Protection Requirements' where we explain that your information may be disclosed to specific third parties where that is required in order for us to fulfil our contract with you, apply.

Please also refer to our Privacy Statement, which is included in this information.

### **Section 3 - Limitation of Responsibility**

**Services provided on behalf of Walkthruvisa Ltd to you and the application fee to the Home Office do not guarantee a positive outcome of your visa application.**

3.1 Any and all applications made to UKVI are considered in line with the immigration rules, caseworker guidance and processing times in place at the time of the application. In some categories of visa – including Settlement, Visitors and others - this includes decisions which are based on a caseworker's assessment of the evidence to a 'balance of probabilities' standard and not for example, against a fixed set of criteria or list of documents. Key examples of this are where decisions are subject to an officer's decision to determine whether an applicant's circumstances are 'genuine and credible' or to assess an applicant's intentions, rather than where requirements are clearly stated in the rules.

3.2 Our advice is intended to be comprehensive and to result in as complete and holistic an application as you can make in your situation. Where documents required in the application are detailed as mandatory or specified evidence, we assess these on a best endeavour basis. It remains for the caseworker to assess documents as valid within the immigration rules and caseworker guidance against which they make their decisions.

3.3 Where there are delays in operation, we cannot assume responsibility for cases which take longer than the publicised timescales for UKVI, including financial losses as detailed in 'Section 6 – Financial Losses'.

### **Section 4 - Negligence**

If your application is refused due to provable negligence on our part, your fee for services will be refunded in full. Your application fee to the Home Office will not be refunded by Walkthruvisa Ltd. The following exclusions to our responsibility in this area apply:

#### ***4.1 Errata on application forms:***

In an application service, all clients are given an opportunity to review application forms relevant to their case. Accordingly, we pass draft applications to clients to check for accuracy, expecting that they will do so.

We make every endeavour for these to be factually accurate and typographically correct at the draft stage, but we rely on clients to check these details carefully. We do this because we believe clients should be familiar with and aware of what they are signing and putting their name to, irrespective of who ultimately completes the application form information.

We do not accept liability for mistakes or omissions which clients have not communicated to us following this draft checking stage.

#### ***4.2 Documents submitted which are not part of our final summary:***

- Where an applicant has submitted incorrect documentation, which is different to that recommended in our advice or specifically advised against in our advice.
- Where an applicant provides supplementary documentation in the application which has not been provided for review or discussed ahead of the application being submitted.
- Where an applicant submits alternative documentation, which is different to that recommended in our advice or has not been provided for review ahead of the application being submitted.
- Where, for whatever reason accidental or purposeful, an applicant neglects to provide a document which is otherwise material to the case.

We will provide you with a final summary or written feedback with various recommendations on documents to use in a document checklist. We accept no liability where clients choose to submit further documentation which we have not had an opportunity to review or have specifically recommended against or where documents reviewed or recommended are not provided as part of the application as otherwise advised.

#### ***4.3 Accuracy***

**Our approach in relation to any visa and immigration application is that a full disclosure of material facts must be made, where required. We will advise against making applications where we believe the client does not meet the requirements.**

- Where a client makes a statement during an interview with a member of UK Visa and Immigration Service staff which is prejudicial to their visa application outcome.
- Where a client makes a statement during a desk interview on arrival in the UK with a member of UK Visa and Immigration Service staff which is prejudicial to their status in the UK.
- Where a client provides information which is included in an application form, statement or representation letter which is prejudicial to their status in the UK.
- Where a client withholds material information or documentation, where the effect of such an omission is prejudicial to their visa application outcome.
- Where an application is refused on the basis of information which was not advised by the client to Walkthruvisa Ltd in reasonable time to advise on mitigation ahead of our service being completed.

We offer our services on a trust basis that the facts of the case are as they have been presented to us by our clients at the time of engagement. We accept no responsibility or liability for information which is prejudicial to the application or eventual immigration status which was not available to us at the time of engaging our services or, where our services have been engaged but the relevant information was not provided by omission, at the time of our completion of service.

We reserve the right to withdraw our services should a client omit or choose not to advance relevant, factual information to their case.

#### ***4.4 Decision making/caseworker errors***

**We aim to only take on cases which we believe both meet the rules and stand a reasonable chance of success. We will also highlight areas of potential concern and any remedies, should they exist, for minimising risk. All applications remain subject to the decision of a caseworker.**

- Where we believe the client has been prepared through our review or our service, made a suitable application, including documentation which prima facie meets the requirements, but the decision made might be considered unreasonable or incorrect.
- Where we believe the client has been prepared through our review or our service, made a suitable application, including specified evidence which we believe meets the requirements, but the decision made might be considered unreasonable or incorrect.

Clients should note that the immigration rules operate between varying standards of proof – from specified evidence and mandatory documents in specific areas through to a less prescriptive ‘balance of probabilities’ assessments of proof in others.

A caseworker will assess the application as part of their work. However, basic human errors, misapplication or misunderstanding of the rules and guidance can - and do – occasionally occur.

While we cannot assume responsibility for caseworking decisions which appear unreasonable, incorrect or misapply rules or guidance, we will refer you to sources of further legal or advocacy support where we believe this to be the case, including providing you a summary letter or email. You may also wish to connect with your local MP to raise your case in such circumstances, we will similarly also provide you with a summary letter to set out the situation.

Where referred for next-stage legal advice, please note that this will likely incur additional legal fees which should be discussed with any new provider of advice and services at the outset.

### **Section 5 - Appeals Process, Representation Work and Onward Support**

**Our service starts upon return of the signed client care letter. It's end point is the issuance of our summary letter. Once our service is concluded, any further work requires fresh instructions to be taken, the issuance of a new client care letter and the agreement of new terms including professional fee.**

5.1 For Points Based System applications made outside of the UK, should your application be refused and you wish to engage my services in preparation for Administrative Review, an additional fee will be charged and a new Client Care letter will be issued.

5.2 For non-Points Based System applications, should an appeals process be required following a refusal, we will require to refer your application on as our regulation from the Office of the Immigration Services Commissioner does not extend to this type of work.

In the case of incorrect decisions, you may also wish to engage the assistance of a Member of Parliament for your area in which case, we are happy to provide a summary letter of the key issues.

## **Section 6 - Financial losses**

6.1 You must not book travel, pay for flight tickets or make other arrangements **or** undertake significant financial commitments or decisions until the outcome of an application is known and the passport has been returned to you or the applicant(s). This includes making preparations to leave your country of origin, ending employment, vacating property and similar.

6.2 Walkthruvisa Ltd is not responsible for financial losses due to the immigration process, where significant decisions with a financial consequence have been made before an application has been concluded and documents safely returned to your possession. This includes any such commitments or arrangements made prior to your signing of client care agreement and any such commitments or arrangements made after our service has concluded and before the return of a decision.

## **Section 7 - Access to Not-For-Profit Services**

Immigration advice and immigration services can be found on a not-for-profit, free or charitable basis. You can find such providers by looking up "OISC Not for Profit" online.

## **Section 8 - Case Files**

The Office of the Immigration Services Commissioner (OISC) may examine files relating to your case at any time. This relates to Walkthruvisa Ltd's professional conduct as is not related to your visa eligibility. Records are retained for six years from the date of your client care letter.

## **Section 9 - General Data Protection Requirements**

**We will retain your data for 6 years as required by the Office of the Immigration Services Commissioner (OISC). We retain any third party data we receive for a period of three years.**

### ***9.1 Destruction of paper files***

Our policy is not to create paper-based files and we will not print out any copies of documents or keep files of these.

Where necessary, your caseworker may make short handwritten notes or take details during a call or working through an application form. These ancillary notes will be destroyed immediately after they have been used.

### ***9.2 Exercise of Right of Erasure ("right to be forgotten")***

In the event that you wish to exercise your right of erasure, we will be pleased to comply with your request provided the last movement in your case has exceeded our minimum retention periods.

If you wish to exercise your right of erasure you must write to us to advise us of this (we will not accept such instructions verbally or by email or telephone). Your instructions to us must also be signed by all parties involved in a transaction or case.

### ***9.3 Privacy Statement***

We have prepared a Privacy Statement which is attached to this information. Our Privacy Statement sets out the lawful basis of processing your data (which, in brief, is the case of our representing you or acting on your behalf in a legal matter, is the contract constituted by acceptance of the Client Care and Terms and Conditions of Engagement) and sets out your rights in relation to that data.

### ***9.4 Disclosure of data to third parties***

We are bound to protect and keep confidential your data, but inevitably, to enable us to properly represent your interests and conduct business on your behalf, we have to disclose some information to third parties. Some examples of such third parties are the immigration authorities, or any sponsoring employer or educational institutions. This is not an exhaustive list but merely an indication of the range and extent of third parties to whom your data is disclosed.

We also engage third parties to process data on our behalf. Where we do so, such third parties are bound by the terms of Article 28 of the GDPR in respect of their data processing contract with us.

Our Privacy Statement lists those third parties who will process your personal data on our behalf.

By instructing us, you consent to us disclosing such information as is reasonable and necessary for the purpose of carrying out and transacting your instructions.

### ***9.5 Treatment and Accessing Online Portals***

In the course of our service to you, we may require to register you with and access online portals relevant to making an application. This may include an online visa application form (at the gov.uk or visa4uk portal), the portal for the visa facilitation service outside of the UK relevant to the application (for example, TLS Connect, VFS or similar), the booking service for visa application services and appointments and more.

Actions may include: registering you for such a service where required and accessing such portals during the course of our management of your case. We do so on the basis of necessity to complete our contract with you. However, this data remains your property. We will request a suitable email address or user name to set up any such account and will share with you, any secure access password we create for you. If you choose to change the password, we ask you to keep us updated for the duration necessary to conclude your case.

#### **Other online portals:**

Walkthruvisa Ltd expressly declines to accept permission or granted delegated authority from clients to access any other portals or online services including banking services, employer online portals for payslips etc or similar. Where required in an application, clients are responsible for accessing, obtaining and providing any evidential documentation contained in any online portal.

### ***9.6 Alternative Dispute Resolution***

We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/EU to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory services. We have however chosen not to adopt an ADR process and if you have any concerns about the services you receive from this firm, we refer you to the OISC Complaints Process.

## **Section 10 - Referrals**

Where a third party has referred you to our service, please be advised you are under no obligation to use our service - you should only engage us if you wish to do so and believe that you need our assistance. Please note that we neither pay for nor receive payment or inducements to take referrals.

We also refer to 'Section 7 – Access to Not For Profit Services', in which we explain how to search for free or not for profit services.

## **Section 11 - Complaint Procedure**

**At Walkthruvisa Ltd, we seek to provide our clients with the fullest service we can provide. We tend to receive excellent feedback from our clients in relation to the services we provide, and we hope that you will be pleased to have instructed us. However, in the event that you are unhappy about any aspect of our work, or if you have any particular concerns, we set out our Complaints Procedure below.**

11.1 A complaint can be made by phone or in writing and all complaints will be considered.

11.2 All complaints are the responsibility of Euan Fergusson, Director, Walkthruvisa Ltd. Your complaint will be acknowledged in writing within 2 working days. The acknowledgement will summarise the complaint, to ensure we are working to a commonly understood basis of the complaint.

11.3 Following investigation, a full response to your complaint will be provided in writing to you within 10 working days from the date of complaint, except where the investigation requires additional time to complete or where external advice will be sought. In such cases, we will notify you of any revised expected timescales and may request your permission for a suitably qualified third party to review the case file.

11.4 We aim for all complaints to be resolved mutually and agreed remedial action points will be provided to you in response to your complaint.

11.5 A copy of your complaint, acknowledgement, details of investigation into the complaint, summary of key points and response to the complaint and any action points agreed and your response will be kept on file for the Office of the Immigration Services Commissioner (OISC) to examine at any time. We reserve the right to self-refer any complaint to the regulator.

## **Section 12 - OISC Regulation and Complaints Scheme**

Walkthruvisa Ltd is regulated to provide visa and immigration advice by the Office of the Immigration Services Commissioner (OISC). Our registration number is 201500995. Our clients are protected by the OISC Complaint Scheme and may make a complaint to the OISC - at any time - without reference to the initial complaints process indicated in 'Section 11 - Complaint Procedure'.

Full details of the OISC Complaints Scheme is contained at the following: <https://www.gov.uk/find-an-immigration-adviser/complain-about-an-adviser>

The full contact details for the Office of the Immigration Services Commissioner are:

Office of the Immigration Services Commissioner  
Email: [complaints@oisc.gov.uk](mailto:complaints@oisc.gov.uk) (Complaints)  
Email: [info@oisc.gov.uk](mailto:info@oisc.gov.uk) (General)  
Telephone: 0207 211 1500  
Telephone: 0345 000 0046

Office of the Immigration Services Commissioner  
Complaints Team  
5th Floor  
21 Bloomsbury Street  
London  
WC1B 3HF