

# Terms of Payment

## Notice to all Visa Applicants:

It is important that you read this Refund Policy carefully. You should familiarise yourself with the terms of this Refund Policy prior to purchasing any services.

All fees are non-refundable, even if you do not proceed with a visa application, and whether or not a visa is ultimately granted, except where covered in our refund policy below:

## Refund Policy

### 1/ Interpretation:

Where the context admits:

- “You”: includes the person requesting the Services or any party acting on such person’s instructions (and “Your” shall be construed accordingly).
- “We” means TLScontact or companies processing visa applications on behalf of TLScontact and linked to TLScontact by contract (and “Our” shall be construed accordingly).
- “Application”: means a form completed by You requesting the provision of Services and/or application for a visa from the Authority which is part of the UK Government submitted along with a passport and supporting documents.
- “Added Value Services Fee” means the service fees for optional services as outlined on the Added Value Services Page of this Website.
- “Issuing Bank” means the bank who has issued card to You as card holder.
- “Non-Refundable Services” means any Services which are not specified as Refundable Services.
- “Refundable Services” means those Services eligible for refund pursuant to the Refund Policy
- “Rebate Data Collection Form” means a form with requested information to initiate a refund which can be given to You at the Visa Application Centre or sent via email by our Feedback and Complaints team
- “Fees, taxes and charges Payment of the Added Value Services Fee” is inclusive of any taxes, duties, fees and charges imposed by the local government or imposed by the operators of the payment services used by TLScontact.

Except where stated, users must pay card charges and fees charged by issuers of credit or debit cards. Users are advised to contact their card issuer before making payment as to any fees or card charges that users may incur.

Currency Users must pay the Added Value Services Fee online in the currency stated on the Payment Page, unless TLScontact or its authorised agents say users must use another currency at or before the time of payment.

All payments shall be converted into the currency of payment by reference to the Consular Rate of Exchange as stated and maintained on the Payment Page.

Users may pay with a debit or credit card. The exact amount of the fee will be displayed to the user with the final payment. Payment by credit card could be more expensive for users than other ways of paying as interest may be charged by the card issuer.

Payments can be made via this website at the Payment Page. In that case card payments will be transacted in the UK, if the user’s card is issued outside the UK users are advised that some card issuers may impose a single transaction limit on online transactions and may automatically decline online transactions exceeding this limit. This is especially the case for non-UK based cards as the transaction is being made to a different country. Users are advised to contact their card issuer before making payment to inform the card issuer that their card will be used for this purpose.

- “Website”: means our website, the address of which is <https://uk.tlscontact.com/>
- “Website Terms of Services”: means the terms and conditions of use of the Website

## 2/ General Refund Conditions:

- The following Services are eligible for refund under those conditions:
- **Super Priority Service:** To be eligible for a refund the applicant must cancel the order at least **5 days** prior to their appointment.
- **Prime-time:** To be eligible for a refund the applicant must cancel the order at least **5 days** prior to their appointment.
- **Premium Lounge:** To be eligible for a refund the applicant must cancel the order at least **5 days** prior to their appointment.
- **Courier and SMS Service:** To be eligible for a refund the applicant must cancel the order **prior to biometric enrolment.**
- **Keep My Passport When Applying (Submission without Passport):** To be eligible for a refund the applicant must cancel the order **prior to biometric enrolment.**
- **Priority Visa Service / Priority Visa Service Settlement:** To be eligible for a refund the applicant must cancel the order **prior to biometric enrolment.**
- **Walk-in Without Appointment:** The refund can be validated only if the service was not provided
- **ALL bundled services:** The refund request can be validated only if none of the services was provided (e.g. if one of the service was used, no refund of the bundled services is possible)
- **Biometric enrolment service:** The only circumstances when an applicant would be eligible for a refund is when the appointment hasn't taken place.
- This list of Refundable Services and the remaining terms of this Refund Policy are subject to change by TLScontact and in the event of any amendment, a suitable announcement will be made on the Website.
- If You do not wish to accept the revised policy, You should not continue to use the Services. If You continue to use the Services after the date on which the change comes into effect, your use of the Services indicates your agreement to be bound by the new Refund Policy
- An Applicant who has paid for a Refundable Service may request a refund in accordance with the eligibility criteria as further set out in the Refund Eligibility Criteria.
- Refunds of Service Fees will only be considered where the Applicant satisfies the Refund Eligibility Criteria in full. Where the Applicant fails to meet any of the Refund Eligibility Criteria, We shall have the right in our sole discretion to decline the request for a refund.
- To apply for a refund, You must fully complete and submit a Rebate Data Collection Form at the VAC or to the Feedback & Complaint team.
- Accurate and full completion of the Rebate Data Collection Form for Centres (especially name, GWF and order number) will allow TLScontact to find the original payment made. If the Rebate Request Form You provide is incomplete or inaccurate, the rebate cannot be processed against it.
- We shall process your Rebate Data Collection Form following receipt as soon as is reasonably practicable. Response times will vary depending on the mode of payment and stated reasons for request a refund of the Service Fees.
- The refund will only be approved or rejected post verification by TLScontact.
- Any Transaction Charges which arise upon processing a refund of Service Fees shall be borne solely by the Applicant.
- Except for the following services: Priority Visa Service / Priority Visa Service Settlement / Super Priority Visa Service (unless downgraded to a Priority Visa Service on UK Visa & Immigration request) / Prime-time / Keep My Passport When Applying Service, Transaction Charges of 5% of the service fee amount will be deducted from the final amount to be refunded.
- By filling the Rebate Data Collection Form, the payment of refund of Service Fees is not guaranteed.

- If a service has been paid twice by mistake = Duplicate-Payments: Applicants have up until 3 months and 7 days after their appointment day to notify us of duplicate payments and be eligible for a refund. To be considered as a duplicate payment both transactions must be linked to the same GWF reference number and be for the same service in the same VAC.
- If a payment for any added value service was made on the TLScontact website of a different location than the one where You are applying from, those added value service fees will not be refunded.
- If you pay for the same service on TLScontact website that you have already purchased on the Access UK website you will not be refunded by TLScontact.

### 3/ Prices and Payment

- Depending on the Services you wish to purchase, your order of Services is an offer to purchase Services from either (a) the Company or (b) the UK government for whom we collect payment on the Website only. The Services will be made available to you once your payment has been authorised. There will be no contract of any kind between you and TLScontact unless and until you make authorised payment for the Service. At any point up until then, we may decline to supply the added value services to you without giving any reason
- The fees for the Services are calculated and payable in advance as set out in the Added Value Services section of our website
- Authority for payment must be given at the time of placing your order

### 4/ No Commercial Use

The Services are intended for and shall only be available for non-commercial and domestic use by individual visa applicants. The Company reserves the right to refuse orders from businesses or that we consider are for commercial or other non-domestic concerns. You may not re-sell the Services without the prior written consent of the Company

### 5/ Fees and Refunds Policy

- You shall only be able to cancel or apply for a refund of any Service Fees in accordance with the refund policy set out in the **General Refund Conditions**
- Use of the Services (in particular, the Super Priority and Priority Services) does not imply or guarantee in any way that your visa application will be successful. Notwithstanding the use of any of the Services, all visa applicants must qualify against the requirements of the UK immigration rules.
- UK Visa and Immigration strongly recommends that visa applicants with any form of adverse immigration history do not use the Super Priority Services or the Priority Services. This includes anyone who has been previously refused a visa for the UK, been refused leave to enter the UK, been previously deported, removed, or otherwise required to leave the UK, has overstayed a period of leave in the UK, or has been refused leave to remain in the UK by the Home Office.
- It is your responsibility to ensure that your type of visa application is eligible for the services you ordered and more generally that you bought the services applicable to your specific needs.
- You will receive a confirmation of your payment by email, as well as an on screen confirmation, after You make online payment of the Fee

### 6/ Limitation on liability

- **The liability for TLScontact to you under these terms for any losses relating to or arising in connection with Services provided to you under these terms and whether based on an action or claim in contract, negligence, tort, misrepresentation (other than fraudulent misrepresentation) breach of statutory duty or otherwise shall be limited to an amount equal to the added value service fees paid by you in connection with the Services to which such claim relates.**

However, nothing herein shall limit or exclude the liability of TLScontact for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or wilful default; and
- (c) any matter for which it would be unlawful to exclude or restrict liability.

- TLScontact recommends that you do not purchase tickets or make bookings which cannot be cancelled without cost prior to the issuance of a visa, except where it is a specific requirement stated as part of the visa application.
- No Liability for Postal and Courier Service: We shall have no liability for any delays, or for loss of or damage to any visa application, passport or other documents, caused by, or occurring whilst any application, passport or document is in the possession of, any third party postal or courier service, including transportation of visa applications, passport or other documents between TLScontact and UK visas and immigration; and when being returned by TLScontact to the visa applicant.
- The Short Messaging Service (SMS) provided to Passport & Visa Applicants is to update on current status to the applicant with regards to Passport & Visa Application Process. You are responsible for providing an accurate mobile number ensuring connection to a mobile network capable of receiving the SMS Services. You understand that if your mobile phone is switched off, disconnected for any reason or is out of coverage area for a period of 24 hours or more, your mobile network provider may delete any SMS messages to be received.

The time to deliver the SMS is dependent on several factors such as traffic feasibility on the mobile network and whether your mobile phone is within reach and switched on; and cannot therefore be guaranteed by TLScontact.

The applicant confirms that the applicant has provided the accurate mobile number for receiving SMS and that the applicant is the owner or its legitimate user, or that the applicant has the consent of the owner or legitimate user, of the mobile phone using for the services. The applicant acknowledges that using another person's mobile phone/providing inaccurate mobile phone number/unauthorized use of mobile phone number for receiving the SMS may entail disclosure of Applicant's confidential information which disclosure shall be at the sole risk of the applicant.

The applicant acknowledges that the SMS Services may, at any time, be adversely affected by problems with the applicant mobile phone network, Force Majeure events including, without limitation, interference to the network coverage. TLScontact is not responsible or liable to the applicant for any loss, damage or expenses incurred directly or indirectly by the applicant as a result of any difficulties experienced by the applicant's mobile phone service provider. Subject to the constraints described within this paragraph TLScontact shall carry out the services with reasonable care and skill. If the applicant does not receive SMS relating to these services, the applicant should inform TLScontact through our Feedback & Complaints section.