

CORPORATE ACCOUNT

TRAFFIC CONTROL GROUP
602 ALBANY HOUSE
324-6 REGENT STREET
LONDON W1B 3BL

APPLICATION FORM

TCG LONDON LTD

PLEASE COMPLETE ALL SECTIONS OF THE FORM.

COMPANY DETAILS

NAME

COMPANY REGISTRATION No.:

ADDRESS

CITY

POSTCODE

PRINCIPAL CONTACT FOR CORRESPONDENCE

E-MAIL ADDRESS

*PLEASE ATTACH A SHEET OF YOUR COMPANY HEADED PAPER WITH YOUR APPLICATION

INVOICING DETAILS (IF DIFFERENT FROM ABOVE)

ADDRESS

PRINCIPAL CONTACT

TEL:

AUTHORISED ACCOUNT USERS

WE WILL ISSUE YOU WITH AN ACCOUNT NUMBER, WHICH MUST BE GIVEN, IN ORDER TO BOOK SERVICES.

TO PROTECT YOUR ACCOUNT, YOU MAY NOMINATE AUTHORISED ACCOUNT USERS. IN CASES WHERE A NON-AUTHORISED USER REQUESTS SERVICES, A PURCHASE ORDER MUST BE FAXED OR E-MAILED TO US ON 0207 637 3452 OR info@trafficcontrolgroup.com

IF YOU WISH TO HAVE AUTHORISED ACCOUNT USERS PLEASE COMPLETE THEIR DETAILS BELOW.

TITLE

INITIALS

SURNAME

CHARGES WILL BE AGREED AT TIME OF INITIAL CONSULTATION, AND ADDITIONAL SUNDRIES (I.E. COURIERS, PREMIUM PHONE CALLS ETC) WILL BE VERBALLY AGREED BEFORE PROCESSING.

INVOICES ARE PAYABLE WITHIN 14 DAYS OF RECEIPT (OR 30 DAYS IN THE CASE OF WORK PERMITS). INVOICES WILL BE ISSUED UPON LODGING OF APPLICATIONS.

OUR FULL TERMS AND CONDITIONS ARE OVERLEAF.

I AGREE TO BE BOUND BY THE SAID TERMS AND CONDITIONS, A COPY OF WHICH I HAVE RECEIVED.

I AGREE THAT THIS APPLICATION MAY BE USED AS PART OF A CREDIT CHECK UNDERTAKEN BY TCG LONDON LTD AND/OR THEIR NOMINATED AGENTS.

SIGNATURE OF APPLICANT

POSITION

PLEASE RETURN THIS FORM TO:

ACCOUNT APPLICATIONS
T.C.G. LONDON LTD
602 ALBANY HOUSE
324-6 REGENT STREET
LONDON W1B 3BL

1. DEFINITIONS

- 1.1 The Terms and Conditions governing the provision of immigration, visa, & tour logistics services and/or account services provided by TCG London Ltd., with the exclusion of any other oral or written statement or agreement whatever its legal character.
- 1.2 In this contract:
- a. 'The Company' means TCG London Ltd.
 - b. 'Service' means the provision of the services referred to in clause 1.1 above and further contained herein.
 - c. 'Charges' means the total charges as set out in clause 2 hereof.
 - d. 'The Customer' means a company or individual who completes an application with the Company for the service.
 - e. 'Invoice' means an invoice for the total of the charges for the relevant period including administration charges including VAT.
 - f. 'Service' means immigration, visa, tour logistics services, advice and applications undertaken by TCG London Ltd. for or on behalf of a Customer of the Company.
 - g. 'Account Number' means the booking number issued by and on behalf of the Company the use of which is governed and controlled by these terms and conditions.

2. CHARGES

2.1 For all immigration, visa & tour logistics advice and applications as quoted applicable at the time of each relevant case or the rate as may otherwise be agreed with the Company in writing plus all other agreed charges including sundry, verbally agreed charges, and administration charges.

2.2 For all services undertaken by the Company and any other contained in preceding clauses:-

- a. all local or other taxes (including Value Added Tax) at the rate determined by the Company or the appropriate tax authorities.

2.3 The Customer hereby acknowledges that when booking a service by account they agree to pay the charges provided herein on receipt of the invoice from the Company.

3. THE RIGHTS AND POWERS OF THE COMPANY

3.1 The Company reserves the right to:-

- a. Alter any account number or security code number or the invoice limit at any time and notify the Customer of such changes.
- b. Change the rules or instructions concerning the use of any part of the Service from time to time and to notify the Customer accordingly.
- c. Temporarily suspend the Service to the Customer wholly or in part in the interest of the security or quality of Service or in the interest of other Customers or if the Invoice limit is exceeded.
- d. Suspend or temporarily suspend the Service in the event of communication failure.
- e. Decline the Service unless the Company is at its own discretion satisfied that the proper security procedures have been followed and shall not be liable in any way for refusing the Service under these circumstances.

4. ACCOUNT

4.1 The Customer shall:-

- a. Take reasonable measures to ensure the proper use of the account and the authority for its use.
- b. Not permit any person other than a proper or duly authorised party to use the Service.

4.2 The Customer shall immediately notify the Company on becoming aware that:-

- a. The Account details have been irregularly disclosed.
- b. Any previously authorised person has had his or her authority terminated.
- c. In the event of any of the above taking place to take all practical steps to ensure that any authorised person notifies the Company immediately.

4.3 Liability for Charges

- a. The Customer shall pay the Company all applicable charges notwithstanding that some of the charges may relate to an unauthorised use of any part of the Service howsoever arising unless the Company has received notice in writing by the Customer of any of the circumstances as described in paragraph 4.2.

5. PAYMENT OF INVOICES

Subject to any other written agreement between the parties hereto:

5.1 Invoices will be delivered on submission of applications to the appropriate body.

5.2 The Customer agrees to pay in full within 14 days of the date the total of such invoices (or 30 days for Work Permit applications).

5.3 The Company shall be entitled to suspend services on any account remaining unpaid for 30 days, and take legal action thereafter.

6. INVOICE LIMIT

At the time of opening an account the Company will set a limit on the total amount outstanding. The Company will refuse to accept any further business in the event of this limit being exceeded. It will be the duty of the Customer to ensure that the use of the Service is operated within the Invoice limit. However the Company is not under a duty to the Customer to limit the Service to the Invoice limit and if in their absolute discretion the Company should continue to provide Service over and above the Invoice limit the full amount due to the Company shall be payable by the Customer notwithstanding that the Invoice limit may have been exceeded.

7. TERMINATION

The Service provided by the Company may be terminated as follows:

7.1 By either party giving the other 21 days written notice

7.2 Immediately if the Customer (without prejudice to any other rights or remedy of the Company) :

- a. Fails to pay when due any sums payable.
- b. Commits any act of bankruptcy or compounds with his creditors or a Petition or Receiving Order in Bankruptcy is presented or made against the Customer or a Petition for an Administration Order is presented in relation to the Customer or Resolution or Petition to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation) or a Receiver or Administrative Receiver is appointed.
- c. Fails to observe or perform or breaches any of the Terms and Conditions set out herein.

7.3 Any waiver by the Company of any breach by the Customer of these Terms and Conditions is limited to that particular breach. No delay by the Company to act upon a breach shall be deemed a waiver.

8. DISPUTES

8.1 In the event of any dispute concerning the calculation by the Company of its charges such dispute shall be notified to the Company by the Customer within 14 days of the Invoice (30 days for work permits). In the event of no such notification being received by the Company the Customer shall accept the amount as being properly due and calculated and shall not be entitled to dispute the sum in any way whatsoever.

8.2 Any dispute arising under the Terms and Conditions which does not involve a complicated issue of law shall be referred in the first instance to arbitration.

9. LIMITATION OF LIABILITY

9.1 The Company has no obligation, duty, or liability in contract tort for breaches of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.

9.2 Whereas the Company shall take every reasonable care to ensure that it will only supply services.

- a. In any event in no circumstances shall the Company be liable in contract tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or any indirect or consequential loss whatever.

9.3 In any event in no circumstances shall the Company be liable in contract tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions of other parties in particular the providers of services by other companies or government bodies necessary to processing a case.

9.4 Each provision of this paragraph is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held as incapable or

unreasonable in any circumstances and shall remain in force notwithstanding termination of the Service.

10. VARIATION

The Company may from time to time amend these Terms and Conditions and shall as soon as possible forward a copy of the same to the Customer. The Customer shall then have 21 days from the date of being sent such variations to decline the same and to terminate the Service but in the absence thereof they will be bound by such variations and shall not thereafter be entitled to dispute the same whether or not they apply to the rate of charging or otherwise.

11. SERVICE OF NOTICE

Any notice to be served on either party by the other shall be in writing delivered by hand or sent by prepaid post to the last known address of the addressee. It is the duty of each party to notify the other of the appropriate address and reference. The date of delivery of such notice shall be deemed to be the next working day after evidence of posting.

12. SEVERANCE

Any Terms and Conditions contained herein which in any way contravene the law of any state or region including the law of the European Economic Community in which the service operates shall in such state or region to the extent of such contravention of law be deemed severable and shall not invalidate any other Terms or Conditions hereof.