

# Terms of Service

You should read these terms and conditions carefully before availing of any Services through our website. Please understand that by ordering our Services, you agree to and are bound by these terms and conditions. We recommend that you print a copy of these terms and conditions for future reference. You should understand that if you refuse to accept these terms and conditions, you will not be able to proceed with our Services through our website.

## 1. Company information

- (1.1) Our Company operates the website [www.employmentcard.co.in](http://www.employmentcard.co.in)
- (1.2) Our company is NOT connected to or any official government body. We offer a simplified review, submission, advice, storage & renewal service for Employment Card applications in return for a processing fee

## 2. The Service

- (2.1) In consideration of your payment in accordance with condition 8 and your compliance with your obligations in condition 3 we will use our reasonable endeavors to provide you with the following (“Service”);
  - (2.1.1) review and check the information you have submitted on the application form on this website (“the Application Form”) for obvious typographical errors and ensure all details required by the Registrar of Employment Card for the provision of a valid Employment Card has been included by you on the Application Form within the time scales set out on our website for the specific type of Service you have ordered
  - (2.1.2) in the event that any errors are found in accordance with condition 2.1.1, to contact you and request the correct information from you and insert that new information as supplied by you in the place of the erroneous information on the Application Form
  - (2.1.3) once the Application Form has been checked and amended in accordance with conditions 2.1.1 and 2.1.2 hereof to submit an application either electronically or by post to the appropriate department (or such other organisation as may from time to time be appointed to provide the required Certificate(s)) to be produced and sent to you for such persons as are detailed in your Application Form
  - (2.1.4) to provide you with an email confirmation that either an application has been submitted or that your information and data has been checked and it has been verified that a Employment Card has already been issued for you or the persons named in the Application Form.

- (2.1.5) If you have submitted an application and have opted not to enter a valid email address, an email address will be generated for you by our website in order to complete the online application. In this situation, we will be unable to send you the email confirmations which include the following: confirmation of applicant's details, confirmation that we started working on your application, and confirmation of payment. Confirmation of payment from the secure payment merchant will also be unavailable if you have opted not to enter a personal email address. If you wish to have a copy of one or all of the confirmations generated when applying through 'Employment Card', we will arrange paper copies to be sent to a postal address upon the customer's request.
- (2.2) For the avoidance of doubt, our Service will have been completed upon the completion and submission of a form to the appropriate department (or such other organization as may from time to time be appointed to provide the appropriate Employment Card to request for your Certificate(s) and an email has been sent to you in accordance with condition 2.1.4
- (2.3) The Employment Cards themselves are created by the appropriate department and sent out through employmentcard.co.in. We are not liable for any delay in your receiving the same and do NOT provide a follow-up or chasing service. Should you not receive your Employment Card within a couple of days of submitting your Application Form please contact us at support@employmentcard.co.in
- (2.4) If it is necessary for us to contact you in relation to incorrect information entered on your Application Form in accordance with condition 2.1.2 we shall do so using the contact details you provided us with and should we not receive any response from you within 2 months your Contract with us will end and no refund will be given to you.

### 3. Your Status and Responsibilities to Us

- By placing an order through our site, you warrant that:
  - (a) you are legally capable of entering into binding contracts; and
  - (b) you are at least 16 years old;
  - (c) the information you provided us with, in the Application Form is accurate to the very best of your knowledge;
  - (d) you are not using the website or Service to commit any criminal or fraudulent act nor to cause nuisance or annoyance or inconvenience to any other person;
  - (e) when ordering the Service and entering information on the Application Form in respect of others ("Third Parties"), you comply with the criteria set out in conditions 2 (a) - (e);
  - (f) you give consent to us to submit the information you provide in your Application Form (or subsequently provide us with) to the appropriate department (or such other organization as may from time to time be appointed to provide the

appropriate Certificate(s)) and that you have obtained such authority from any Third Parties in respect of information relating to that Third Party

- (i) when ordering the Service and entering information on the Application Form for Third Parties you fully indemnify us against any breach of these terms and conditions by that Third Party
- (1.2) Our company is NOT connected to or any official government body. We offer a simplified review, submission, advice, storage & renewal service for Employment Card applications in return for a processing fee

#### 4. How The Contract is Formed Between You and Us

- (4.1) After placing an order and completing the Application Form, you will receive an email from us acknowledging that we have received your Application Form. This is our acceptance of your offer to use our Services.
- (4.2) The Contract is formed following our acceptance in accordance with condition 4.1 and your payment in accordance with condition 8. Until both payments are made and our acceptance is given, no contract has been formed.

#### 5. Cancellation and Refunds

- (5.1) As stated by the Consumer Contracts Regulations "The right to cancel can be lost during the cancellation period if the service is provided in full before the 14 days elapses". Our service fee is for the review, submission and optional reminder service that we provide and we are not able to undo our service. By availing our service, you authorize employmentcard.co.in to start working immediately and will not be entitled to cancel once your order has been placed. Our processing team works in real time and will in many cases have started the review of your application within minutes of you submitting your application online. For applicants that do not enter an email address when applying it will be impossible for Employment Card to send an email confirming when the work has started on the application, therefore Employment Card will log the date and time on the applicant's file.
- Refund requests can be submitted via the contact form on our website. Any refund that may be agreed may be subject to a £10 admin fee if we have already started working on your application. Full refunds are also issued on a discretionary basis, please contact us for more details.
- (5.2) This provision does not affect your other statutory rights as a consumer.

#### 6. Termination of Service

- (6.1) We reserve the right to cancel or terminate our Contract with you at anytime and for any reason at our sole discretion. Should we terminate our Contract with you we will refund all (or a proportionate part of) your

payment made in accordance with condition 8 but such refund will be in our sole and absolute discretion?

- (6.2) For the avoidance of doubt, no refund will be given in the event the Service is terminated due to your failure to comply with any of these terms and conditions and you have failed to remedy such failure upon being given notice of the same or in the event, we believe you have provided us with false or misleading information.

## 7. Timescales

- (7.1) We will use reasonable endeavors to provide the Service to you within the timescales set out on our website for the particular service you have ordered.
- (7.2) Our Customer Support service is available from Monday to Friday (excluding bank holidays) between the hours of 9 am to 6 pm. We endeavor to process all applications within 1 hour of the submission online, but in some cases, this can take up to 24 hours.

## 8. Our Liability

- (8.1) This condition 8 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants, and subcontractors) to you in respect of:
  - (a) any breach of the Contract;
  - (b) any use made by you of the Services or any part of them; and
  - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- (8.2) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- (8.3) Nothing in these Conditions limits or excludes our liability:
  - (a) for death or personal injury resulting from negligence; or
  - (b) for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us
- (8.4) Subject to condition 8.2 and condition 8.3
  - (a) we shall not be liable for:
    - (i) your not receiving the Employment Card within any particular timescales or at all; or
    - (ii) loss of profits; or
    - (iii) loss of business; or
    - (iv) loss of anticipated savings; or
    - (v) loss of goods; or
    - (vi) loss of contract; or
    - (vii) loss of use; or
    - (viii) loss or corruption of data or information; or
    - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

- (b) Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract, shall be limited to the price paid for the Services.