

Terms and Conditions / Terms of Business

Last updated: December 2025

These Terms and Conditions ("Terms of Business") apply to all services provided by **HME Immigration** through our website www.hmeimmigration.com and in the course of providing immigration advice and services.

HME Immigration is regulated by the **Immigration Advice Authority (IAA)** and operates in accordance with the IAA Code of Standards.

1. About Us

HME Immigration provides UK immigration advice and services in accordance with our level of IAA authorisation.

- Website: www.hmeimmigration.com
- Email: info@hmeimmigration.com
- Telephone: Upon Request
- Immigration Advice Authority (IAA) Registration Number: F202308518

2. About of authorisation

HME Immigration is authorised and regulated by the **Immigration Advice Authority (IAA)**,

We are authorised to provide:

- **Level 1 Immigration Advice and Services**; and
- **Level 3 Advice and Services in Asylum and Protection matters.**

We do not provide advice or representation outside the scope of our IAA authorisation.

- **Acceptance of Our Terms**

By instructing us, using our services, or continuing to engage with us after receiving these Terms, you confirm that you have read, understood, and agreed to be bound by them.

We may have already sent you a copy of these Terms. If you require another copy, we will be happy to email one to you on request.

3. Scope of Our Services

3.1 Level 1 Immigration Work

At Level 1, we may provide advice and services including (but not limited to):

- Immigration applications to the Home Office.
- Advice on UK immigration rules and procedures.
- Preparation and submission of applications and supporting documents.
- Correspondence with the Home Office on your behalf.
- No acceptance of cases which do not fall within the Immigration Rules but an exception to Human Right Claims.

We **do not** represent clients at appeal hearings or tribunals for Level 1 immigration matters.

3.2 Level 3 Asylum and Protection Work

At Level 3, we are authorised to provide:

- Advice and representation in asylum and protection matters.
- Matters within the EUSS by way of the Immigration Rules.
- Preparation and submission of asylum claims.
- Representation before the First-tier Tribunal and Upper Tribunal.
- Advice on human rights, humanitarian protection, and related appeals.
- Any actions taken within the Immigration Rules.

All asylum and protection work will be handled only by advisers authorised at Level 3.

We will only provide advice and services that fall within:

- Our IAA authorisation level; and
- UK immigration and nationality law.

We do not provide advice on:

- Criminal law.
- Financial, tax, or investment matters; or
- Any matter outside UK immigration law.

4. Identity Checks

We are legally required to verify the identity of our clients.

You must provide:

- Valid photographic identification (e.g. passport); and Driving Licence or any other valid identity document as fit for purpose and subject to checks with our compliance officers.
- Proof of address in any event. We will accept a most recent bank statement from the High Street Banks mainly, Council Tax Letter,

We may refuse to act, or suspend work, if satisfactory identification is not provided.

5. Anti-Money Laundering (AML) Checks

In compliance with UK anti-money laundering regulations:

- We may carry out checks on the source of funds. We will ask you for your salary slips, any state benefit letters, bank statements.
- We may request bank statements or additional documentation.
- We may report concerns to the appropriate authorities where legally required.
- We will not accept any cash payments as legal fees agreed for our services.
- We will require explicit consent from any 3rd party payments, including their contact details (Phone, Mobile, Email, Proof of address on file) and confirmation of authorisation via email or post before making any payments to our business bank accounts or client care accounts.

We cannot proceed with work if AML requirements are not met.

6. Confidentiality and Data Protection

We treat all client information as confidential and will not disclose it without your consent, except where:

- Required by law.
- Required by the IAA or other regulatory bodies; or
- Necessary to provide the services you have instructed us to perform.

We process personal data in accordance with UK data protection legislation. Further details are available in our Privacy Policy.

7. Monies Held on Your Behalf and Interest Policy (Disbursements)

We currently have no policy for the disbursement payments, and you will be liable to make any relevant disbursement directly or as authorised by the AML team through 3rd parties. In any exceptional circumstances, where we have to accept the disbursement payment. HME Immigration will rely upon the following,

Any monies paid to us are held strictly for the purpose agreed with you.

- We do not pay interest on monies held on your behalf.
- Any bank charges incurred in transferring funds may be deducted where applicable.

8. Fees and Billing Arrangements

Our fees will be explained to you before work begins and may be:

- Fixed fees; or
- Hourly rates, as agreed.

Unless otherwise stated:

- Fees are payable in advance.
- Government fees, disbursements, and third-party costs are not included.
- Fees paid are non-refundable once work has commenced.

Failure to pay fees may result in suspension or termination of services.

Your contract with us will become valid upon the receipt of the client care letter (CCL) and form of authority. In some cases, where we only received the form of authority signed will be considered as a valid contract of our legal fees to be paid agreed under the provided CCL.

9. Your Responsibilities

You agree to:

- Provide accurate, complete, and truthful information.
- Respond promptly to requests for documents or instructions.
- Inform us immediately of any changes to your circumstances.
- In any event, where we find any discrepancies in your documents. We will highlight the issues. The burden of proof will be shifted to you provide us with the valid justification and proof of evidence for any addendums or corrections.
- In many cases, we may not have jurisdiction to verify international documents. It is your responsibility to provide us with relevant competent authority verifications.
- In any case, where the documents are fabricated, information concealed or wrongly presented. You will be held responsible exclusively.

We are not responsible for delays or refusals caused by inaccurate or incomplete information provided by you.

10. Cancelling Our Instructions

You may cancel your instructions at any time by notifying us in writing.

- Fees already paid for work completed will not be refunded.
- We reserve the right to terminate our services if:
 - i) You breach these Terms.
 - ii) You fail to cooperate.
 - iii) Continuing would breach legal or regulatory obligations.

11. Complaints Procedure

We aim to provide a high-quality service. If you are unhappy, you have the right to complain.

Step 1:

Submit your complaint in writing to: info@hmeimmigration.com

We will acknowledge your complaint and aim to resolve it promptly. Our target time will be around 14 working days.

Step 2:

If you are not satisfied with our response, you may escalate your complaint to the **Immigration Advice Authority (IAA)** in accordance with their complaints procedure.

You can act by clicking the link below,

<https://www.gov.uk/government/publications/oiscs-complaints-scheme-complaints-form-english>

You can contact via email at: complaints@immigrationadviceauthority.gov.uk

Or by post to the Complaints Team

Immigration Advice Authority Complaints Team

IAA

PO Box 567

Dartford

DA1 9XW

12. Limitation of Liability

Our liability is limited to the extent permitted by law. We are not responsible for:

- Decisions made by the Home Office or tribunals.
- Delays outside our control.
- Outcomes based on changes in immigration law or policy.

13. Changes to These Terms

We may update these Terms from time to time. The latest version will always be available on our website. Continued use of our services constitutes acceptance of any updated Terms.

14. Governing Law

These Terms are governed by the laws of **England and Wales**, and any disputes shall be subject to the exclusive jurisdiction of the English courts. Where applicable, we also authorised to act in the Immigration Law for the Jurisdictions of the Scotland and the Northern Ireland and will comply by the governing laws for the purposes of the Immigration Law related matters only.