

These Terms & Conditions, together with the Data Protection Policy, Privacy Policy, Website Terms of Use, Client Declaration Form and any other information brought to your attention before you submit your application, form the basis of your contract with The Travel Visa Company Limited, company number 07038677, whose registered address is Gloucester House, Church Walk, Burgess Hill, West Sussex RH15 9AS, hereafter "the Company", "we", "us", "our". Please read these carefully as they set out our respective rights and obligations, and all services offered and accepted are subject to these Terms & Conditions. References to "you" and "your" include all persons named on the visa application and for whom the visa application is to be made ("the User"). References to "Embassy" include embassies, consulates, High Commissions and Passport offices, as well as any third-party visa application agent. In these Terms & Conditions, unless the context otherwise requires, words in the singular shall include the plural and vice versa.

By instructing the Company to undertake services on your behalf, the User is deemed to have accepted these Terms & Conditions.

The services offered by the Company consists of but is not limited to the processing of visa applications and/or other documents for Users for the purposes of travel and tourism (including business use) ("offered service"). The Company is not an advisory service. 'Necessary information' means the information required from a User to allow the Company to complete an online-application for a Visa, such information may include, but is not limited to, the Users name, address, holiday destination, and any other information which the Company considers necessary for the purposes of processing the User's visa application. The service charge per visa application is required to cover the cost of providing the offered service; payment of the service charge must be made by way of cash, cheque, postal order, credit, debit card or via the payment function provided on our website, as approved by the Company. The Company will request payment of the service charge upon instruction by the User. Embassy fees and the availability of services are subject to change by the Embassy without prior notice to the Company and the Company cannot be held liable for this.

Upon submitting the application form with the necessary information and making payment of the service charge, a contract will be formed between the User and the Company; such contract is subject to and governed by these Terms & Conditions. Because we begin preparing your visa application and performing the offered service upon receipt of your application, once the contract has been created no refund is available, regardless of whether the visa application is successful or not.

The issue of visas is different from country to country. The processing of a visa is subject to the individual processing times set by each Embassy, the processing time quoted by the Company refers only to completion of the offered service. Embassies can also extend the processing time both generally and on individual applications at their discretion and with no prior notice to the Company. Fees and services may differ between the time the visa application has been placed and the application has completed. The Company cannot be held liable for any delay experienced during the application process or increases in fees as a result, except for where such a delay and/or increase is a result of our negligence. The User is under an obligation to pay any increase in fees.

The Company reserves the right to select the most appropriate service available given the time constraints or other requirements specified by the User, the Company will not be held responsible for taking any steps which the Company considers as reasonable in fulfilling the instructions of the User (whether express or implied) and/or in the best interests of the User, and the User will be wholly responsible for any charges incurred for such services. The Company reserves the right to retain any and all visa application documents, including passports, until payment of all requested fees have been made in full by the User.

We may apply a charge to cover the costs we incur in processing your means of payment. We will not apply any charges for payments made by way of debit card, cheque or bank transfers, but a charge for Visa, Mastercard and American Express cards may be applied where those payment methods are used.

Liability and Limitations

By instructing the Company for the provision of the offered service, the User accepts all requirements, restrictions and limitations of liability set out in all documentation forming the contract between the parties. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. The Company cannot be held liable for any decision made by an Embassy with regards to a User's visa application, and the User accepts that the Company has no involvement in or control over the decision making process of the Embassy. The Company cannot accept any responsibility or be held liable for the actions of any Embassy in delaying or not issuing visas or any other failure or error on the part of the Embassy for any reason whatsoever nor can the Company be held liable for any expenses or delays incurred as a result.

The Company cannot be held liable for any of the following: a) incomplete applications forms; b) incorrectly or falsely completed applications forms; c) inaccurate or incomplete supporting documentation d) damaged documentation, including but not limited to damaged passports, photographs or application forms. The User is under an obligation to provide correct and accurate information to the Company and the Company cannot be held liable for any failure by the User to do so.

You are responsible for making yourself aware of any official warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Save where the Company is negligent, the company will not be held liable for any loss or damage to any documents, including applications and passports which are in the possession of the Company. Third party delivery companies will be subject to their own Terms & Conditions. The Company cannot be held liable for any delay or failure on behalf of a third party delivery company in delivering the completed application to the User, for whatsoever reason.

Continued overleaf...

Should the Company accept liability for the failure to obtain a requested visa, or return a requested visa to the User in a timely manner, the user's sole and exclusive remedy against the Company for damages is the return of any service charge actually paid by the User to the Company, minus any Embassy fees or third party delivery charges. Any claims for damages must be made to the Company, in writing, within 30 days of the notice of the refused visa application or return of delayed visa. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your visa application prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you (consequential losses); or any business losses. We will not accept responsibility for services or facilities which do not form part of our agreement with you. We do not exclude liability for any cause of action, loss or damage prohibited by English law.

Events Outside our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our control.

An event outside our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

If an event outside our control takes place that affects the performance of our obligations under these terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control.

Website

The User's use of the website and/or the offered service is on the strict understanding that the website and/or the offered service is not engaged in rendering advice and should not be relied upon when making any related travel or other decision. The information contained within the Website and/or the offered service is provided without warranties expressed or implied relating to the accuracy, fitness for purpose, compatibility or security of any components of the website and/or the offered service. The Company does not guarantee uninterrupted availability of the website and/or the offered service.

The Company endeavours to ensure that all the information and prices displayed on the website are accurate, however occasionally changes and errors occur and the Company reserves the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the offered service that you wish to book before submitting your application form.

Complaints

We will make all reasonable endeavours to ensure your visa application goes smoothly. However, in the rare event that you are not happy with the service you have received and wish to make a complaint, we request that you notify the Company of your complaint in writing as soon as possible, but in any event within 28 days of being notified of the outcome of your visa application. Please note, we are only able to deal with complaints received from the specific visa applicant. We will be unable to deal with any complaints received from individuals other than the visa applicant, except in cases where the applicant is a minor or is unable to pursue a complaint as a result of a disability.

Complaints should be marked for the attention of: Customer Service Manager at The Travel Visa Company Ltd, The Quadrangle, Crewe Hall, Weston Road, Crewe, Cheshire, CW1 6UY. We will endeavour to acknowledge receipt of your complaint within 14 days of receiving your written complaint and respond fully to your complaint within 28 days of receipt. Should we not be able to respond to you within these time periods, we will advise you accordingly. It is a condition of our acceptance of liability under these conditions that you notify any claim to the Company strictly in accordance with the complaints procedure set out in these conditions. It may affect your rights under this contract if you fail to do so.

Data Protection Act 1998 – Our Data Protection Policy can be found at <http://www.thetravelvisacompany.co.uk/privacy>

Severance

If any (singular or plural) provision of these Terms & Conditions is held to be invalid or unenforceable, such provision(s) shall be struck out and the remaining provisions shall remain in force. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Law and Jurisdiction

These Terms & Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract, the visa application or the offered services will be dealt with by the Courts of England and Wales only.