

Terms and Conditions

These terms and conditions, together with the Data Protection 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". Please read these carefully as they set out our respective rights and obligations, and all services offered and accepted are subject to these terms and 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. In these terms and 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 and 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. The Company provides carefully collected information, which is, and must be taken as, only an interpretation of the information provided by the relevant Embassy. The Company cannot be held liable for any omissions or errors in the information provided. You are strongly advised to check all information with the relevant Embassy directly. Any costs incurred by following the information provided by the Company, without first checking it's accuracy, are solely your responsibility. 'Necessary Information' means the information required from a User to allow the Company to submit an 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 processing the User's visa application. The Service Charge per visa application is required to cover the cost of providing the Offered Service and making a visa application on your behalf, payment of the Service Charge must be made by way of Cheque, Postal Order, Credit or Debit card, as approved by the Company. The Service Charge is inclusive of any Embassy charges, delivery charges, VAT or any other charges which may be payable – a breakdown of these fees will be provided to the User upon request for payment. 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.

By supplying the necessary information, Users agree for the Company to make application/s for a travel visa on the User's behalf. Upon submitting the Application form with 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 and Conditions. 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 can take up to 15 working days from receipt of the visa application by the Embassy, however Embassies can 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 order 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. 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 will send completed visa applications by Royal Mail or other courier service. A delivery charge will be requested from the User upon instruction and is included in the Service Charge.

The Company reserves the right to retain passports and visas until payment of all requested fees is made in full.

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 the decision making process of the Embassy. The Company cannot accept any responsibility for 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. 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.

(Continued overleaf)

You are responsible for making yourself aware of Foreign Office advice and State Department 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 and conditions. The Company cannot be held liable for any delay or failure of a third party delivery company in delivering the completed application to the User, for whatsoever reason.

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 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 (b) any business losses. We do not exclude liability for any cause of action, loss or damage prohibited by English law.

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 nor, that any representation or statement contained on the Website will be error free.

Complaints

We will make our best 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. 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 this clause 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 and 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

It is agreed that any dispute, claim or other matter which may arise in relation to your visa application and/or Offered Service will be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.