

Highland Visas Terms & Condition of Service

Definitions:

**The "Service Provider" refers to Highland Visas, its employees, directors & agents.*

**The "Lodgement Center" refers to any center which is charged by an Embassy to accept applications on its behalf.*

**The "Client" or "Applicant" refers to you, your organization or agents and or employees acting on your behalf.*

Acceptance of The Terms & Conditions

Upon engaging the services of Highland Visas, the client automatically accepts these Terms and Conditions set out herein.

The service provider will make these Terms and Conditions available to the client on the website.

Services:

Highland Visas is a **Visa Concierge Services Provider** which assists Clients in South Africa with the application process for Outbound Visas.

The Services offered by the "Service Provider" include, but are not limited to:

- Assisting Clients with Visa Applications, which includes handling of all necessary documents, photos & their passport.
- Reviewing clients supporting Documents in accordance with standard requirements.
- Submitting the Clients application on their behalf.
- Making payments on behalf of a Client at the Embassy or Lodgement Center.
- Booking of appointments at the Embassy or Lodgement Center for the Client.
- Collecting Clients Passports and/or Documents on their behalf.
- Delivery of Client Documents and/or Passport to the client directly, their employer or 3rd party agent.

- Sale of Merchandise to clients.

The Highlands Visa **48 Hour Turnaround** time on applications depends on the client sending through all documents requested and making payment.

The ***Express Value Added Service** offering where an application Turnaround time is reduced to 6 hours, is subject to the client sending all required documentation within the agreed upon timeframe as well as making payment & further subject to operations of Highland Visas.

The ***Express Value Added Service is not** available to groups of **more than 10 clients**.

Highland Visas reserves the right to suspend the ***Express Value Added Service** offering at its discretion & will inform clients in such a circumstance.

The ***We come to you. Value Added Service** is subject to an **appointment basis only** & must be booked & paid in advance.

Highland Visas reserves the right to suspend the ***We come to you Value Added Service** offering at its own discretion & will inform clients in such a circumstance.

Services not offered but rendered in some circumstances may include:

- Communicating with the Embassy and/or Lodgement Center in respect of the clients application.
- Communicating with the Clients chosen Courier in respect of their Documentation or Passport.

Highland Visas commits to acting in the Clients best interests at all times in regard to services rendered and will avoid inconveniences as much as reasonably possible.

The Services offered in no way include:

- The Approval of any Visa.
- The Processing of the Visa at the Lodgement Center or Embassy.
- Breach of any Local or International Laws.

Once the application is submitted Highland Visas will keep track of updates where possible & inform the client of any further considerations by the Embassy.

All quotations are provided as an indicator of costs and are in no way a commitment or contractual obligation to honor said costs.

Payment of Services:

Highland Visas has a strict rule of rendering services **only once payment has been received.**

To this end Highland Visas Commits to ensure all Invoices are sent to the client within a **maximum of 12 hours** after confirmation of their request.

Highland Visas offers the following payment options:

- POS machines for cards at our offices or Client Liaisons.
- EFT Bank transfers.
- Cash (**Strictly Subject to Directors Approval**).

Where a client has chosen to pay the Visa Fees at the Embassy or Lodgement Center or Online for themselves, Highland Visas can accept **no liability** for any overcharge or extra charge.

Any extra or unforeseen charges are the responsibility of the client, unless due to negligence by employees of Highland Visas

Where a client has chosen to make use of the ***We pay for you Service**, an **additional 3.2% is charged** to the **Visa & Lodgement Center fees only** and not the Service Providers Service fees.

Where a client has chosen the ***We pay for you service**, but costs of the Visa Fees have **increased due to exchange rates**. The client must pay the difference before Highland Visas can make the payment.

Highland Visas commits to informing clients of changes in Visa fees as soon as it is aware of such.

All prices advertised are exclusive of VAT @ 15% of Services & Value Added services.

No VAT charged on Visa Fees.

Cancellation of Services and Refunds:

All cancellations must be communicated to the Service Provider in writing.

Cancellations may incur a *Cancellation fee of R90.00 in the event that the application has not yet been lodged with the Embassy or Lodgement center. This value will be deducted from the value of the refund unless waived by the Directors.

Cancellation after a client's application has been lodged are subject to a *Cancellation fee of R250.00. This value will be deducted from the value of the refund, unless waived by the Directors.

All refunds, Highland Visas will require your confirmed banking details in writing.

All refunds require the authority of our Directors and require a maximum of 48 hours to process.

All refunds are charged with a fee to cover banking costs, this will be deducted from the value of the refund.

Visa fees cannot be refunded by any Embassy and are non transferable.

Data Protection.

By engaging with the Service Provider, the client agrees that the Service Provider may collect their information or the information of its clients/ employees strictly for the purposes of services rendered.

Unless otherwise specified all Clients personal information and/ or documents are shredded or deleted upon completion of the service by Highland Visas.

Highland Visas undertakes to protect the clients personal information in accordance with the POPI Act at all times.

Marketing & Advertising:

The Service Provider uses the Website, Social media as well as Advertising to promote its services to potential & existing clients, the offers, prices or promotions expressed in such marketing and advertising is intended as an indicator of services, costs or availability of services and not a contractual obligation in any means or way.

The information on the Website, Social media as well as Advertising do not constitute advice.

The Social Media views of the Service Providers employees, directors, partners, investors or any 3rd party supplier do not reflect the views of Highland Visas in any way and are to be treated as independent from the Service Provider.

The Service Provider uses its best efforts in collecting the information included within the Company's website & Social Media and Advertising, but cannot warrant that the information contained within this website is 100% comprehensive and does not assume any liability to the client, for any loss or damage caused by errors or omissions in the Company's Website and/or Social media and Advertising whether such errors or omissions.

Service Level Agreements:

Highland Visas offers Corporate Clients tailored Service Level Agreements, which the specific conditions thereof supersede these General Terms & Conditions.

Limitation & Exclusion of Liability:

The Service Provider, is not nor does it claim to be the issuing authority for Visas, as such it holds no liability for the decision made by the Embassy in respect of any Visa Application.

The Service Provider cannot be held liable for any direct or indirect loss, injury, death, damage, cost and/or expense sustained by the Client, its employees, agents, subcontractors, its clients and/or any 3rd party which occurs as a result of the provision of the Services and the Customer indemnifies and holds the Supplier harmless against such incidents.

The Service Provider cannot be held liable in the event of loss, injury, death or damage, cost and/or expense sustained by the Client, its employees, agents, subcontractors, its clients or any/or 3rd party as a result of any, theft, hijacking, Act of God, and the Client indemnifies and holds the Service Provider harmless against such incidents.

The Service Provider is an intermediary & as such is often dependent on the 3rd parties (Embassies, Lodgement Centers and/or Industry associations) who provide it with the requirements, forms, costs, websites, details for the successful completion & processing of the Service rendered to the client.

Therefore the Service Provider cannot be held liable for direct or indirect loss, damage, cost and/or expense sustained by the Client, its employees, agents, subcontractors, its clients and/or any third party which occurs as a result of any change in such provisions above and holds the supplier harmless against such loss, injury, death, damage, cost and/or expense.

The Service Provider accepts no liability for any loss of profit, business interruption, loss of business or business opportunity, wasted expenditure, or any other business or occupation related loss or damage suffered or incurred as a result of delay, loss or damage of passports or other documents, in connection with any application, service or any advice or information given in relation to any application.

The Service Provider shall not be responsible for any loss or damage whatsoever arising to any delays in issuance of visas due to circumstances or causes beyond the Company's control.

The Service Provider shall bear no liability for any delays, loss or damage to any visa application, any passport or any other documents, caused by or occurring whilst in the possession of any third courier service, including transportation of visa applications, passports or any other documents between Embassies and lodgement centers or when being returned to the client.

In the exceptional case of an Client's submitted passport being lost or seriously damaged leading the passport due to gross negligence committed by Highland visas, the service provider will refund to the client exclusively fees that might have been paid for a Service fee and the fee charged for the replacement of the lost or damaged passport through a normal replacement procedure upon submission of the payment receipt by the Client in order to claim a refund.

The Service Provider accepts no further liability for any loss of profit, business interruption, loss of business or business opportunity, wasted expenditure, or any other business or occupation related loss or damage suffered or incurred as a result of this exception.

In the exceptional case where Highland Visas does have a breakdown of services due to gross negligence, the client will be refunded exclusively for the services concerned and at the discretion of the Directors.

The Service Provider accepts no further liability for any loss of profit, business interruption, loss of business or business opportunity, wasted expenditure, or any other business or occupation related loss or damage suffered or incurred as a result of this exception.

Insurance

The Applicant is therefore advised to seek its own insurance cover where applicable.

Disputes

All Disputes must first be submitted in writing to Highlands Visas for escalation & resolution.

Any dispute arising under this contract shall be governed by the Laws & Courts in the Republic of South Africa.

Any dispute arising under these Terms & Conditions shall be ventilated in the jurisdiction of the High Court.

Force Majeure

Where any circumstances arise that are beyond the Service Providers Control, the Company shall be excused from such obligations under *Force Majeure* to the extent of such interference and/or restriction.

Changes To The Terms & Conditions

Highland Visas reserves the right to effect changes, amendments or remove any Terms contained herein, at its own discretion without any prior notice.