

Terms and conditions

Hours of official trading, weekdays Monday - Friday, 9.00am to 5.00pm.

trading name : VISA EXPRESS PTY LTD -

VISA EXPRESS will make available their drivers to collect and deliver documents. However, we cannot be made responsible for any loss or damage whilst your documents are in transit to or from us.

The visa issuance delays listed and the advice given by our customer service team over the phone is a guide only and represents the processing delay experienced by VISA EXPRESS.

VISA EXPRESS endeavors to lodge your application the next day after we receive it when urgent, or the next day if not urgent.

VISA EXPRESS can not be made responsible for trips booked or any other losses or damages if any of the following events occur:

- Embassy/consulate closure due to holidays or any other reason.
- Processing delays due to the embassy/consulate administrative function.
- Non availability of visa appointments to book on an Embassies booking calendar.
- Insufficient processing time allowed as per Embassies general processing times & requirements .
- Embassy/consulate changing rules and regulations for whatever reason.
- Embassy/consulate decisions to issue either single or multiple entry visas. Visas are issued at the discretion of the Embassy and VISA EXPRESS cannot be held responsible if the embassy decides to issue a certain type (single or multiple) of visa.
- Embassy/consulate errors in issuing the visa, which include the incorrect issuing of the visa. This includes the dates the visa is granted for, spelling of the passenger name, accuracy of the passport number. It is the responsibility of the passenger to check that the dates, spelling of the name and passport number was printed correctly on the visa by the embassy/consulate.

Disclaimer

1. DEFINITIONS

"Applicant" shall mean the person or agency or entity for whom any Services are performed.

"Company" means VISA EXPRESS Pty Ltd.

"Documents" shall mean the passport, application and supporting documentation provided by the Applicant to the Company.

"Services" shall mean the carriage and/or service performed or arranged by the Company pursuant to, or ancillary to, this contract with the Applicant.

"Subcontractor" shall mean and include:

(a) Any other person, firm or company with whom the Company may arrange to effect any Service in respect of the Documents which are the subject of this contract.

(b) Any person, firm or company which is now or hereafter a servant, agent, employee or subcontractor of any of the persons or entities referred to in (a) above.

"VISA EXPRESS" shall mean VISA EXPRESS Pty Ltd. its employees, servants, subsidiaries and associated entities.

Words importing the singular include the plural and vice versa and words importing any gender include all genders and words importing a person include firm and corporation where appropriate.

The Applicant in consideration of the service payable by the Company AGREES to the following terms and conditions:

2. SUBCONTRACTING

Subject to and in accordance with the terms and conditions and instructions contained in this contract, the Company agrees and the Applicant hereby employs and authorises the Company, as agent for the Applicant to contract either in its own name as principal or as agent with any Subcontractors for the performance of any Service to be performed or arranged by the Company pursuant to or ancillary to, this contract. Any such contract may be made on any terms of contract whatsoever used by the Subcontractor with whom the Company may contract for such Service and may be upon any terms and subject to any conditions of any special contract which the Subcontractor may in any particular case require including in every case terms which may limit or exclude liability in respect of the Service and any term that the Subcontractor may employ any person, firm or company for performance of the Service.

3. WARRANTIES AND ACKNOWLEDGEMENTS BY THE APPLICANT

The Applicant agrees, warrants and acknowledges that:

3.1 The person delivering the Documents and/or requesting the Services to the Company is authorised to hand out instruction to the company.

3.2 The request of the Applicant for the performance of any Service shall not be in breach of any law.

3.3 The decision to grant or deny the application for a visa is a decision of the embassy or consulate to which the application is made, and as such is outside the control of the Company. The Applicant request(s)/ authorise the Company to act and perform as the agent in the procurement of the Visa(s) without liability. As the granting, or the denial of Visa(s) is entirely up to the discretion of the issuing embassy or consulate we the Company does not guarantee approval.

3.4 The responsibility for the accuracy of the information contained in the visa applications is solely that of the Applicant.

3.5 Service and shipping fees will be charged once processing is started, even if the visa request is denied by the embassy or its official representative or cancelled by the Applicant. Embassy consular fees may be refunded in whole or in part depending on the policy of the applicable embassy or consulate, however if payment has been made to the Embassy/Consulate by VISA EXPRESS, such moneys cannot be refunded.

3.6 Visa information requirements, Visa fees and Visa issuing times are subject to change by foreign governments without notice so the Company does not assume responsibility for the accuracy of the information provided.

3.7 Charges including any additional charges, are the responsibility of the Applicant or their representative, are due and payable immediately, may be collected without notice, and may not be refunded. In the case of a cancellation, a current service fee will be charged unless the Visa was already processed by the embassy, in which case the fees are non-refundable. We the Company does not assume liability for delayed, lost or stolen Visas and or passports.

3.8 The embassies/consulates change rules and regulations for Visa processing at short notice and although the Company will make the necessary changes to its website the Company cannot guarantee that this will be effective immediately upon notification from the embassy/consulate of changes required.

4. LIMITATION AND EXCLUSION OF LIABILITY

4.1 The Company shall not be responsible for any loss or damage howsoever arising to any Documents nor for delays in issuance of replacement visas due to circumstances or causes beyond the Company`s control.

4.2 The Company does not assume any responsibility whatsoever for injury, damage, loss, accident or delay to any person or property which may arise due to causes beyond its control and not occasioned by its fault nor due to any act of negligence of any other party, war, strike, civil turmoil, riots, fire, acts of any government agency thereof, failure of transportation, communication, or acts of God.

4.3 The Company has used its best efforts in collecting and preparing the data included within the Company`s website but cannot warrant that the information contained within this website is complete or accurate and does not assume and hereby disclaims liability to any person for any loss or damage caused by errors or omissions in the Company`s website whether such errors or omissions result from negligence accident or any other cause.

4.4 Save as otherwise provided herein, the Company shall in no circumstances whatsoever or howsoever arising be liable for direct or indirect or consequential loss or damage. The defences and limits provided for in this contract shall apply in any action against the Company for loss or damage or delay whether the action founded in contract, tort, or otherwise.

4.5 The Company disclaims any liability for losses, damages, forfeiture`s of deposit or expenses, damages of any kind whatsoever incurred by the Applicant in the event the Visa applied for is denied or not obtained within a stated time period.

4.6 It is hereby agreed between the Applicant and the Company that the Applicant`s rights to compensation (if any) for any claim for loss or damage will only be maintained provided the following is strictly adhered to:

- Any claim for damage to Documents must be lodged in writing to the Company within seven days of the date of change;

- Any right to damages against the Company shall be extinguished unless action is brought within three months from the date of this contract or the date the Services were completed or Documents delivered, or the date the Services should have been completed or the Documents should have been delivered, whichever date occurs first.

- In all cases where liability has not been excluded or limited by this contract or by mandatorily applicable statute, convention or law, the liability of the Company is limited to the lesser of ZAR2000.00 or the value of the Documents the subject of the contract at the time the Documents were received by the Company.

4.7 In all cases, where liability cannot be excluded or limited by this contract, the liability of the Company for breach for any condition or warranty in relation to the Documents or the Services is limited to any one or more of the following as determined by the Company at its absolute discretion:

- In the cases of Services:

- the supply of Services again, or

- the payment of the reasonable costs of having the Services supplied again

- In the case of Documents:

- the replacement of the Documents;

- the payment of the reasonable costs of having the Documents replaced;

- the replacement of the Documents or supply of equivalent Documents;

- the payment of the reasonable costs of replacing the Documents or acquiring equivalent Documents.

4.8 It is specifically agreed that all rights, immunities and limitations of liability granted to the Company by the provisions set forth in this contract shall continue to have full force and effect in all circumstances and notwithstanding any breach of the contract or any condition hereof by the Company.

5. INSURANCE

The liability of the Company is defined and limited to any amount stated for specified loss and damage. The Applicant is therefore advised to seek its own insurance cover generally. No insurance will be effected by the Company.

6. DELIVERY

6.1 The Company is authorised to deliver the Documents to the consignee or his agent at the address nominated to the Company by either the Applicant, the Company, the consignee or their agents and it is expressly agreed that in such cases the Company shall be deemed to have delivered the Documents in accordance with this contract.

6.2 If the nominated place of delivery shall be unattended or if delivery cannot otherwise be effected, the Company in its sole discretion may at its option either deposit the Documents at the nominated place or store the Documents at the risk and expense of the Applicant, both of which will be deemed to be delivery of the Documents under this contract.

6.3 Dates specified for completion of the Service are estimates only and the Company shall not be liable for failure to complete the Service on such date or dates.

7. LAW AND JURISDICTION

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

8. TRADE PRACTICES

8.1 Any relief from liability contained in this contract is to be read subject to any restriction on contracting out of liability provided in any legislation binding the Company so that the provisions for relief contained in this contract are limited or rendered ineffective only to the extent required to give effect to that legislation but are otherwise fully effected and all the provisions hereof are severable and effective independently of any provisions which are null and void or ineffective by reason of any legislation.

9. FORCE MAJEURE

9.1 Where the Company is unable to carry out any obligation under the contract due to any circumstance, matter or thing beyond its reasonable control ("force majeure") the Company shall be excused from such obligations to the extent of such prevention, restriction or interference so caused;

9.2 The Company shall use all possible diligence and reasonable endeavours to remove the force majeure.

Privacy Statement

VISA EXPRESS is committed to the protection of your personal information.

Personal information is information or an opinion, in any form and whether true or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

There are further special provisions that apply to the collection of some personal information that is known as sensitive information. This includes information about a persons` race, ethnic origin, political opinions, membership of political, professional or trade associations, religious or philosophical beliefs and criminal history.

VISA EXPRESS collects personal information that relates to your visa requirements as required by specific Consulates / Embassies and High Commissions.

The kinds of personal information we collect and store will depend on what type of visa you apply for. However, it may include (amongst other things):

- Personal information you give us when you make a visa inquiry or place a lodgement. This information may include your name, address, telephone numbers, e-mail address, credit card details, passport details, intended travel dates, place of departure, intended destination and whether you are an adult or a child.
- communications between you and us
- transactional information about your use of our services

Personal information we collect from you will be disclosed:

- to the relevant Consulate / Embassy or High Commission in order to obtain a visa.
- Third parties who assist us with the issuance of visas.
- VISA EXPRESS partner offices who may assist us with the issuance of visas.

VISA EXPRESS will always maintain control over the confidentiality of our customer information. However, we cannot be held responsible for information retained by relevant Consulates / Embassies or High Commissions.

Updates to Privacy Policy

We may amend this Privacy Policy at any time and from time to time. If we do so, we will post the amended Privacy Policy on our website so that you will always be aware of how we manage your personal information.

Further information

Please contact our Privacy Officer if you have any queries about the personal information that we hold about you or the way we handle that personal information. 0861 289270