

N J VISA B.V
E-VISUMS.CO.UK
TERMS AND CONDITIONS OF SALE

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OUR TERMS

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply products to you, whether digital content in the form of an e-visa, a hard copy visa (in certain specified circumstances where that is required by the destination country) and services, namely assistance with your application for an e-visa.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are NJ Visa B.V. a company registered in the Netherlands. Our company registration number is 88910741 and our registered office is at Steenplaatsstraat 6, 2288AA, Rijswijk, the Netherlands. Our registered VAT number is NL864820495B01.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team at +44 20 3481 4729 or by writing to us via email at contact@e-visums.co.uk.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is not available, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

- 3.3. **Acceptance of order.** On acceptance of your order, we will run an automated check of the information in your application for common errors. We will contact you if any are found, asking for further information to correct those. Please see clause 6.4 below for further information.
- 3.4. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.5. **The information you provide for your e-visa.** Before submitting your application for an e-visa you are responsible for checking that all the information which you are providing on the online application form is correct, accurate and up to date
- 3.6. **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7- Your rights to end the contract).

5. OUR RIGHTS TO MAKE CHANGES

- 5.1. **Minor changes to the product.** We always aim to keep the information on our website as up to date as possible but we may change the product:
 - (a) To reflect changes in relevant laws and regulatory requirements in the particular country in which the application for an e-visa is to be made. Such changes could:
 - (i) include changes to the price of the product which occur after you have placed your order;
 - (ii) mean that we will require further information from you in order to make the application for an e-visa and in such circumstances we will contact you;
 - (iii) have an effect on the amount of time you are able to spend in the particular country which the application for the e-visa relates to;

(iv) occasionally mean that you are not able to use the e-visa service and must make an application for a regular visa.

We will contact you by email to advise of any such changes to the product as soon as we are made aware of the same. If at the time we become aware of the changes, the application for the e-visa has not yet been made we will advise you of your right to cancel the order.

(b) To implement minor technical adjustments and improvements, for example to address a security threat.

5.2. **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. PROVIDING THE PRODUCTS

6.1. **Delivery costs.** The costs of delivery (where applicable, for example if you require a hard copy of the visa) will be as displayed to you on our website and will be confirmed by us when your order is placed.

6.2. **When we will provide the products.** During the order process we will let you know when we will provide the products to you. If you apply prior to the time when an application for a VISA can be submitted, we shall retain your information on our system and submit it within the destination country's relevant timeframe.

6.3. **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control (for example as issues or delays with the destination country's processing of VISA's) then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received, less any costs we have incurred in making the application.

6.4. **What will happen if you do not give required information to us?** We will need certain information from you so that we can supply the products to you. The information which we require will have been stated in the description of the products on our website and if we do not receive the required information there is a higher chance of the application for your e-visa being rejected. We will contact you in writing to ask for any missing information which we become aware of when we check the information you have provided for common errors. We will only check the information you provide for common errors and cannot guarantee that the application for an e-visa will be accepted by the government of a particular country. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for

any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. Please be aware that if the information you provide to us to enable us to make the application for your e-visa is incomplete or incorrect when we send it through to the government of the particular country and it is subsequently rejected then we are not able to refund you the cost of your order.

6.5. **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 5);
- (d) if we become aware that you are not eligible for the product.

6.6. **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency.

6.7. **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 11.4) we may suspend supply of the products until you have paid us the outstanding amounts. Please note if an online application is commenced, if payment is not received within 10 days then the application is automatically deleted from the system and you will need to reapply.

7. YOUR RIGHTS TO END THE CONTRACT

7.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or a service re-performed or to get some or all of your money back), see *clause 10*;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see *clause 7.2*;
- (c) **If you have just changed your mind about the product**, see *clause 8.3*. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions for work carried out by us, or may not be possible if we have already carried out the service and submitted the e-visa to the relevant government;

- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6.**

7.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see *clause 5.2*);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
or
- (d) you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. However, you may not be entitled to a refund (or a full refund) if the services or goods have already been provided (or partially provided) within that time frame. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (e) products once we have submitted the application for your e-visa to the government of the particular country
- (f) an order which you have placed for an e-visa which is placed too late to enable you to receive the e-visa by your travel date save where there is an error on our part or we have given you incorrect information which led to the late submission;
- (g) digital products after you have started to download or stream these;
- (h) services, once these have been completed, even if the cancellation period is still running;
- (i) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- (j) any products which become mixed inseparably with other items after their delivery.

7.5 **How long do you have to change your mind?**

The law gives you a 14 day cooling off period, save that once we have completed the services you cannot change your mind, even if the cooling off period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. Please note that in many cases we will have completed the services and submitted the E-Visa application prior to the expiry of the cooling off period, in which case you will not be able to obtain a refund as the contracted services will have already been performed.

7.6 Ending the contract where we are not at fault and there is no right to change your mind.

Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that compensation for the services provided prior to the date of cancellation. We will also not be able to provide any refund if you cancel the contract after we have submitted the application for the Visa to the destination government/authority

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

Phone: call customer services on +44 20 3841 4729

Email: email us at contact@e-visums.co.uk Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2 How we will refund you. We will refund you the price you paid for the products/services, by the method you used for payment. However, we may make deductions from the price, as described in clause 7 for services already performed.

8.3 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. If we have already performed the service, to the point of submitting your VISA application to the appropriate destination government or authority, then no refund will be given as the service will have already been performed.

8.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund (if applicable) will be made within 14 days of your telling us you have changed your mind.

9 OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- 9.1.1** you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due;
- 9.1.2** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, how you will be paying for your trip to the particular country for which you require the e-visa;
- 9.1.3** you are not eligible to apply for an e-visa for the particular country; or
- 9.1.4** if you have not applied for the application within the appropriate time frame for applications to be submitted.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 before we have made the application to the destination government we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you a reasonable sum for time spent on the services prior to cancellation. If we end the contract due to the situations set out in clause 9.1 above, after we have made the application to the destination government, then we will be unable to refund any fees paid.

10 IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at +44 20 3481 4729 or write to us at contact@e-visums.co.uk.

10.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your statutory legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **digital content**, or **goods** the Consumer Rights Act 2015 says it must be as described, fit for purpose and of satisfactory quality:

- if your digital content or goods are faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back

If your product is **services**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Clause 7).

11. PRICE AND PAYMENT

11.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong? It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

11.4 When you must pay and how you must pay. We accept payment with all major credit and debit cards (excluding American Express) and PayPal. We require payment of our fees for our services in advance at the point at which you place an application for a VISA through our website.

11.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.2 and for defective products under the Consumer Protection Act 1987

12.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13 HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 How we will use your personal information. We will use the personal information you provide to us:

13.1.1 to supply the products to you; and

13.1.2 to process your payment for the products;

13.1.3 To apply for the VISA in the destination country using their required processes.

13.2 We will only give your personal information to other third parties when dealing with the authority/government/body of the destination country for the purpose of the VISA application, and as may otherwise be required by law or permitted by law.

14 OTHER IMPORTANT TERMS

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 Nobody else has any rights under this contract (except for someone who we have consented to . This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

14.4 If a court finds part of this contract illegal or unenforceable, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings? These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts only.