

VIVA VISA UK LIMITED - TERMS AND CONDITIONS (T&C)

In this terms and conditions, when stated below of 'Viva Visa', 'Viva Visa UK', 'company', 'we', 'us' and 'our', we mean Viva Visa UK Limited. While, 'you', meaning the client. It is tempting to skip past through all these Terms and Conditions ('T&C'), but it is important you understand and what is expected from our service and from you.

APPLICATION AND ENTIRE AGREEMENT

1. The T&C apply to the provision of our services detailed in our quotation and/or Client Care Letter issued by Viva Visa UK, a registered company in England and Wales with company number 13329484, registered office at 6th Floor, International House, 223 Regent Street, Mayfair, London, W1B 2QD.
2. By accepting the quotation and/or signing our Client care letter (the Contact) in performing our services are entire agreement between us, you are deemed to have accepted Viva Visa UK T&C and for us to be your legal immigration representative.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions only apply to the Contract or T&C, exclusion of any other terms not stated which you try to impose or incorporated.

AGED RESTRCITION

4. If you are under 18 years of age ("child") in using our service, you must have your parent or legal guardian's permission to use Viva Visa UK services and advice. Please also ask you parent or legal guardian to read through these T&C with you. If you are the parent or legal guardian, then by allowing the child to use our service and advice, then these T&C also apply to you and you are responsible for your child's activity on these services.

SERVICES

5. Viva Visa UK will use reasonable care and skill in our performances of the Services as stated on your Client care letter. We can make any changes to the Services, which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
6. We will use our reasonable endeavours to complete the performance of the Services or as set out in the Client care letter; however, time shall not be of the essence in the performance of our obligations.

YOUR OBLIGATIONS

7. You must give us access to all relevant information, materials and any other matters, which we need to provide the complete Services and necessary advice in a timely manner.
8. If you do not comply with this section (your obligation), we can terminate the Services, and only refund the services we have already started or completed – See below clause 33-35.
9. We are not liable for any delay or failure to provide the Service if this is caused by your failure to comply with the provisions of this section (your obligation).

FEES CHARGED

10. Our immigration and visa application service fees are set out on the pricing matrix, which can be found on our website or upon request from any of your staff member at Viva Visa UK.
11. The fees will depend on the client application, duration and complexity, where fees will start from and this does not include any disbursement/s, recharge/s, Home Office application fees arise when conducting the case, application or service.
12. This should include all variation and circumstances as well as provisions for increase. We must receive **all** our agreed fees invoiced before we can submit your applications, into our client bank account, with detail as stated on the invoice.
13. In addition to our Fees, we can recover from you any recharges or disbursements associated with your application or service, as follows:
 - a. Reasonable incidental expenses including, but not limited to, traveling expenses, accommodation costs, subsistence and any associated expenses.
 - b. Cost of services provided by third parties and required by us to perform the Services.
 - c. The cost of any materials required for the provision of the Services e.g., postage stamp, envelope.
14. Any disbursement/s or recharge/s that we have incurred on your behalf, but have not been included in this invoice or previous invoices, you will accept from this T&C that this will be invoiced to you separately.
15. Any additional services provided by us, that are not specified in the Client care letter in accordance with our then current application or service, applicable hourly rate (stated in the pricing matrix) in effect at the time of performance or such other fixed fees may be agreed between us. We will notify you in advance before additional service are provided.
16. For the avoidance of doubt, our fees are agreed to be payable regardless of whether the application succeed or not by the Home Office. Whilst we will always use our best endeavours to act in the client's best interests and to secure the approval of his application, we cannot guarantee that the application will always be approved and be granted by the Home Office.

CLIENT ACCOUNT AND DEPOSIT/S

17. You must pay a deposit as detailed in the quotation at the time of accepting the quote, where an invoice will be issued after.
18. If you do not pay the deposit to us according to the clause above, we can either withhold provision of the Services until the deposit is received or can terminate under the clause below (Termination and Cancellation).
19. Monies received in advance before the application is submitted, then these will be kept in Viva Visa UK Client Bank Account as deposit, which will be separated from our Business main account, until the client is invoiced, payment is due and the client closure letter has been issued – we will then inform you and the monies will be transfer from client account to Viva Visa UK business account on payment.
20. Should you decide at any time that you no longer wish Viva Visa UK to continue to represent your case, we will issue you a withdrawal closure letter and will only charge for the proportion service left on the remaining of your deposit balance, will be return to you.

QUOTATION

21. Client must accept the quote within the due date for the fees stated to apply, otherwise we assume you do not accept the quote for the service and T&C.
22. Any work will be started once the quote has been accepted.
23. Viva Visa UK can withdraw, cancel or amend a quotation, if it has not been accepted by you, or if the Services have not started, within the due date stated on the quotation, (unless the quotation has been withdrawn before the quote due date).

INVOICE AND PAYMENT

24. Invoice will be automatically generated in our system, once the quote has been accepted electronically.
25. The invoice/s must be paid within due date stated on invoice, otherwise if not stated will be net 30days.
26. Daily interest will be applied on your invoice if it is paid late after due date. The interest and calculation will be based on the UK government 'statutory interest' plus the Bank of England base rate transaction, under the "Late Payment of Commercial Debts Act 1988", for more information and current rate can be found below link and example calculation:
 - a. Latest Bank of England base rate –
<http://www.bankofengland.co.uk/boeapps/iadb/Repo.asp>
 - b. Latest UK government statutory interest rate and calculation –
<https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>
 - c. Late interest charge calculation = (Statutory interest plus Bank of England rate %) multiply* (Outstanding balance) multiply* (overdue date divided by 365)

27. All payment received to Viva Visa UK are to be paid via online bank transfer or BACS payment – all payment detail as stated on the current invoice.
28. We do not accept cheque payments, cash payment or American Express (AMEX)
29. All payments due under these T&C, must be made in full without any deduction or withholding, except as required by law and neither of us can asset any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
30. If you do not pay with the period set out above, we can suspend any further provision of the Services and cancel any further services which have been ordered by, or otherwise arranged with you.
31. Receipts for payment will be issued by us only at your request.
32. All payments must be made in British Pounds, with any foreign exchange rate bank charges will be paid by the client, unless otherwise agreed in writing between us.

REFUND MONIES

33. All monies refunded by Viva Visa UK, will be done by bank transfer to the initial payee bank account.
34. Viva Visa UK do not hold any cash and therefore cash refund will not be possible and also, we do not provide cheque payments.
35. Refund payment will be made within 30days receiving by writing or email of termination and cancellation of application. *See T&C - Terms of termination and cancellation for more information.*

OUTSTANDING INVOICE PAYMENT

36. If we are unable to obtain your late invoice payment after 90 days after invoice due date, we will inform you by writing that we will either seek debt collector or take this matter to Court.
37. If your late payment is passed to debt collector, we will pass all your outstanding invoice/s onto our debt collector and by agreeing the T&C, you accept that we provide the full invoice with your details to our debt collector and any additional fees occur with them will be transfer to you.
38. If your late payment is taken to Court, we will file the claim and you may be held liable for all late interest payment and Court fees.

MONEY LAUNDERING

39. Please note that due to laws in UK on money laundering and terrorism, we are unable to accept large sums of cash, to pay our fees or for forwarding to others, therefore we avoid acceptance of cash as payments.
40. We are required by the law, to report to the authorities of any reasonable suspicion of monies in relation to criminal acts, whether or not the crime is serious, and we are not able to give you any warning.

TERMINATION AND CANCELLATION

41. Client may terminate or cancel their instructions to use our service at any time. This must be informed to their assigned immigration lawyer/adviser by either written letter or email and will be terminated at date of received.
42. We will then review your case/application to determine what services has been completed and only charge for the services conducted, while the remaining deposit will be refunded back to client – for more information regarding monies refund, under the clause – Refund monies.
43. Viva Visa UK in turn, reserve the right to stop acting for the client, but only with good reason and where possible on giving client reasonable notice. In either event, Viva Visa UK will retain the right to charge for any work done up to the time when we ceased to act as your legal immigration representative.
44. If you decide to cancelled the case/service after submission, we reserve the right to charge for the full amount of the fee quoted/invoiced.
45. If you want to amend any details of the Services, you must tell us in writing (Email or postal letter) as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you. We may re-issue you a new invoice, including the amendment and additional costs.
46. We can terminate the provision of the Service immediately if you conducted one of the following:
 - a. Commit a material breach of Viva Visa UK T&C agreement
 - b. Fail to make payment on any amount due on the invoice
 - c. Are or become the subject of a bankruptcy
 - d. Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors or voluntary or compulsory liquidation.

RIGHT OF LIEN

47. Viva Visa UK retain the right to exercise a lien over any monies, paper, documents or other items held by us pending settlement of any outstanding fees and disbursements on client statement.

SUB-CONTRACTING AND ASSIGNMENT

48. Viva Visa UK can at any time assign, transfer, subcontract, outsource or deal in any other manner with all or any of our rights under these T&C and can subcontract, outsource or delegate in any manner any or all of our obligation to any third parties, in order to complete the application/service/case.

COMMUNICATIONS

49. Once you have signed the Client care letter and accepted our Service and for us to be your legal immigration representative, we will be on your behalf to liaise with third parties (such as Home Office) on your immigration matters in relation to your application, case and service quoted.
50. You will provide us at least one method of direct communication, either through email, or telephone
51. We will provide reasonable form of communication between us and you, either through online communication application such as Zoom, Skype etc, telephone communication or by email and letter.
52. Any changed to your address, email, telephone number must notify us as soon as possible and also for you to review on our website the latest Viva Visa UK address, telephone number and email, as Viva Visa UK will have right to change this information without notifying you, therefore you are required to make sure you have the most recent update by viewing our website due.

LIABILITY AND INDEMNITY

53. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract, invoiced/quote accepted.
54. Viva Visa UK are not liable, whether the cause is by our employees, agents, referrer, business partners or otherwise, in connection with our provision of Services or the performance of any of our other obligations under these T&C.
55. We are also not liable for any indirect, special or consequential loss, damages, costs or expenses or other third-party claims caused by you. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations.
56. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
57. Nothing in these T&C shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

WEBSITE AND SOCIAL MEDIA

58. The company website (www.vivavisauk.co.uk) and social media platform as stated on the website (Facebook, Instagram and many more not limited by), you agree that all materials and services provided are property of Viva Visa UK including any trademarks ‘® and TM’.
59. You also agree that you will not reproduce or re-distribute anything on the website or Viva Visa UK related social media accounts content and Viva Visa UK intellectual property in any way, including electronic, digital, hardcopy, or new trademark registrations, unless with Viva Visa UK approval.

60. We may update the information on the website from time to time without notifying you, including the fees and pricing matrix, but this does not affect the quote you have received, until the quote validation period, as specified on the quote itself.

CLIENT DOCUMENTS AND RECORDS

61. Client documents and record will be kept with us regarding your case/application file for minimum 6 years as part of the Office of the Immigration Services Commissioner (OISC) code of standards requirement.
62. After we reserved the right to automatically destroy the file without further notice, unless you make arrangements/notification in advance to collect it from us thereafter, before it is destroyed.
63. I will transfer the file to you but reserve the right to bill you for time to date and additional costs which may occur, such as postage fees and admin fees.
64. Transfer of the file is not conditional on payment of our fees.

FILE REVIEW BY OFFICE OF THE IMMIGRATION SERVICES COMMISSIONER (OISC)

65. As Viva Visa UK is registered and regulated by Office of the Immigration Services Commissioner (OISC), we are therefore subject to audit by OISC.
66. Your file and information stated in your application/case/service provided may be subject to audit by OISC, in which case I would not require your consent but of course all inspections are in confidence. OISC may wish to review client's files for audit purposes.
67. Please inform us in advance if you do not want your file to be reviewed by OISC, in writing, either by post or email.

DATA PROTECTION

68. The parties agree that where such processing of personal data takes place, the Client shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
69. Viva Visa UK (Service Provider), shall only Process Personal Data to the extent reasonably required to enable it to supply the Service as mentioned in these T&C or as requested by and agreed with you.
70. We shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
71. When Viva Visa UK is supplying the Services to you, we may gain access to and/or acquire the liability to transfer, store or process personal data of our client (you) or the business (corporate).
72. We shall not disclose Personal Data to any third parties other than you or agents, sub-contractors or advisers on a strict 'need-to-know' basis in relation to the

application/case/service and only under the same (or more extensive) conditions as set out in these T&C or to the extent required by applicable legislation and/or regulations.

73. We shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Viva Visa UK on behalf of our clients.
74. The Data Protection will not apply if the controller is you (client), meaning if you send the information out or if your data was breach due to your fault, then Viva Visa UK will not be responsible or if any information was leaked from your (client) end.

CIRCUMSTANCES BEYOND BOTH PARTY CONTROL

75. Neither of us or you are liable for any failure or delay in performing our obligation, where such failure or delay results from any causes that is beyond the reasonable control of either party. Such as but are not limited to; natural disasters, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of either party in question.
76. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these T&C.

COMPLAINTS PROCEDURE

77. If at any stage during our Service, you have any concerns regarding the conduct of your case/application, please raise them with us (contact and address as stated on our website, signature email or letterhead), preferably in writing.
78. Full details of our complaint's procedure can be obtained from any Viva Visa UK staff.
79. If we are unable to resolve the matter to your satisfaction or you wish to pursue your complaint through other channels, you are entitled to contact the OISC at any time. The OISC is the public body, which regulates immigration advice and services within the UK. OISC may review your file as part of their regulatory role. The OISC can be contracted at:

Office of the Immigration Services Commissioner
21 Bloomsbury Street,
London
WC1B 3HF

BREACHES OF TERMS AND CONDITIONS

80. Without prejudice to our other right under these T&C. If any of our T&C are breached in anyway, or if we reasonably suspect that you have breached these T&C, we may initially **send you a formal warning, giving you 14 days to action and have all your services and advices suspend, before we take further action, then we will commence legal action against you.**

LIMITATION ON LAIBILITY

81. Viva Visa UK may update the Terms and Conditions from time to time.
82. When we update our Terms, we will update the “Last Modified” date associated with the updated T&C.
83. You continue use of our services confirm your acceptance of our updates of the T&C.
84. If you do not agree with the T&C, please notify us as soon as possible to withdraw or cancel your application and service with us.
85. Our services are not intended for distribution to or use in any countries where such distribution or use would violate local law or would subject us to any regulations in another country. Viva Visa UK reserves the right to limit the services in any countries, if this is the case.

Last Updated: 30 August 2021