

WOMAN IN TRAVEL CONSULTANCY - TERMS AND CONDITIONS

IMPORTANT: PLEASE NOTE:

THESE TERMS AND CONDITIONS CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND WOMAN IN TRAVEL CONSULTANCY (PTY) LTD (“**WITC**”).

Thank you once again for selecting WomanIn Travel (Pty) Ltd (“**WITC**”) to process your visa application. Our terms and conditions document are a description of our legal arrangement with you. We hoped, when drafting this document that it would be clear enough to read and not be saturated with legal jargon unfamiliar to most. Our aim is to be transparent, so you remain comfortable in engaging our services. Please read these terms and conditions carefully as they contain important information about your and our rights and obligations to each other and our relationship with you and in respect of our service offerings to you and your use of our website.

PLEASE PAY PARTICULAR ATTENTION TO THE PARTS OF THESE TERMS WHICH ARE CAPITALISED, UNDERLINED AND/OR BOLDED.

1. The Disclosure of our Proprietary Information

- 1.1. The reason why you have chosen us is because of our expertise, knowledge and understanding of Immigration and the Visa application processes.
- 1.2. Once you have accepted our terms and conditions and have made payment of the service fees contained on the quotation and offer sent to you by us, we will provide you with access to, among other resources:
 - 1.2.1. Telephonic consultations after you come on board with our trained and knowledgeable consultants;
 - 1.2.2. Access to our carefully compiled step by step instructions;
 - 1.2.3. Forms and documentation lists specific to your case.
 - 1.2.4. General advice given by our immigration consultants;
 - 1.2.5. General advice given by us relating to your specific case;
 - 1.2.6. Access to any documentation that belongs to WIT that assists you in the application process,

All of the above information which we call our “**Proprietary Information**” has been produced and compiled by us based on our extensive experience, in order to make your application process as simple and efficient as possible and to maximise your chances of obtaining your Visa and/or Permit.
- 1.3. **Please note:** once we provide our Proprietary Information to you, our full fees become due as you are given access to and benefit from our Proprietary Information..
- 1.4. **Initial qualification emails and phone calls prior to payment do not constitute** as Proprietary Information.
- 1.5. All intellectual property (including all of our rights in and to our Proprietary Information) on our website, which includes content, trademarks, logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are either our property or licensed to us.

- 1.6. Accordingly, the intellectual property on our website is protected from infringement by domestic and international legislation and treaties, which means that you cannot copy, reproduce, adapt, modify, publish, send or use any information on our website without our prior consent in writing. All our rights to our intellectual property (Proprietary Information) are reserved.
- 1.7. You may not use any content from our website **or** our Proprietary Information **or** our Intellectual Property for commercial or non-private purposes unless we agree in writing prior to you using such content.
- 1.8. You may not use the information found on our website for visa applications outside of the mandated visa process between you, our client, and WITC.
- 1.9. In addition to any other rights that we may have, we may deny you access to our website and the Proprietary Information at our discretion, or if you do not comply with these terms and conditions.

2. **Full disclosure and truthfulness of information provided by you to us:**

- 2.1. By sending us any information about you (whether you send this to us online or in another way), you warrant that you are who you say you are and that all the information that you are sending us is completely accurate, true and correct.
- 2.2. Please provide us with comprehensive information about you and your circumstances as, if you fail to disclose material information to us, this could affect the validity of any products or services that you buy from us. Similarly, if you give us information about you that is not true, this may affect the validity of any products or services you buy from us.
- 2.3. If we need any additional information about you, we will ask you for this. You also need to make sure that the information that we have about you is up-to-date and correct, so please let us know if any of the information that you have previously sent to us changes.
- 2.4. You agree that we may assume that all communications which purport to come from you do actually come from you or were authorised by you, and are correct in terms of the information, or instructions, the communications contain, unless can demonstrate otherwise.
- 2.5. We may ask you to verify any information that you submit to us and, if you cannot do so, we may refuse to provide you with an online quotation, or we may turn down any online application that you send to us.

3. **Legislation Changes**

- 3.1. Immigration legislation can change at any time, so we encourage you to supply documentation to us in a reasonable timeframe to avoid the chance of any changes affecting your case. As we become aware of any changes to legislation that is of concern to you, we will convey these notices by email or by phone call. Please make sure you check your email regularly to keep up to date with any changes that might affect you.
- 3.2. Please note that WITC will not be held liable for any changes in Regulations or Legislation that adversely your case or the outcome of your visa application. In the event of a change in Legislation that disqualifies you from applying for the visa you signed up for, we will unfortunately not be able to provide a refund. This includes changes in Legislation concerning skills assessing authorities, Departments of Immigration and all other relevant third-party processes which will be required from time to time as part of your application process.
- 3.3. It is important to note that getting your visa approved is our main objective so in an instance where legislation has changed and that this change has adversely affected a process, we are busy with, we will continue to exhaust all efforts to find suitable alternative routes and these new assessments will

come at no charge to you as the client. Suggestions can be made to explore other routes and quotations concerning cost of the new service will be relayed to you before moving ahead.

- 3.4. At times, new information from Immigration Departments, assessing authorities and other 3rd party organisations are released that is not always readily available to the public or practitioners the like. In some instances, new documentation requirements and new processes will be discovered through the application processes of our clients. In instances like this, we encourage our clientele to work with us during these changes and understand that these changes would never be discovered in any other way. Some of the aforementioned organisations are not mandated to provide this information to practitioners or the public. Having said this, WITC will not be held responsible for any disruptions to a case in any way shape or form due to an application that is affected by such changes sudden changes nor will a refund be considered.

4. **Processing Time Frames**

The Government department involved in the processing of your visa and the skills assessing authorities (if applicable) in charge of issuing a positive skills assessment have full control over the time frames involved in finalising your respective applications. The timeframes indicated to you by our consultants are guidelines based on historic data of applications submitted thus far. WITC cannot be held liable and a refund will not be provided if a case steps over the estimated time frames or if the application for a document through a third-party prolongs the submission process in any way.

5. **3rd Party Processes**

- 5.1. Some processes during the visa acquisition journey may require the involvement of 3rd party organisations to pre-approve, approve or verify certain documents, qualifications and English language abilities.
- 5.2. If the process in acquiring your visa is halted or disrupted by the failure to acquire such a document through this third-party organisation, you are required to reapply until such time as this document is received.
- 5.3. WITC cannot be held liable and a refund will not be provided if an indication was made that a certain qualification document could be supplied, and it is later discovered that it cannot be supplied. In this instance, the applicant must then apply for the document in question regardless of the timeframes indicated to produce this document before the process can continue. In all instances,.
- 5.4. Whilst we will do everything in our power to assist you to obtain your visa, we do not have the final say on any visa application. This is in the sole and absolute discretion of the government of the country issuing the visa.

6. **Our commitment to you and Refund Policy**

You have trust in us otherwise we wouldn't be at this point. We aim to preserve that trust and deliver an exceptional service and most importantly manage your expectations from beginning to end. It is however your responsibility to deliver to us all accurate information pertaining to your case, so that we can provide a service based on this information. It must also be noted that WIT will do everything in its power to protect its Proprietary Information and intellectual property and theft thereof.

- 6.1. Woman In Travel will also not be held liable for more than 100% of the fees paid over to us for our services.

7. **Consent**

- 7.1. In order for us to give you a quote, you will need to give us some personal information about you, such as information concerning your health, your age, criminal records etc. which will be conducted with one of our Immigration Consultants telephonically.

- 7.2. In addition, by providing us with the information, some of which may be confidential, you expressly authorise us to:
 - 7.2.1. Use the said information in the furtherance of your visa application; and
 - 7.2.2. Submit such information to the relevant government or third-party on your behalf.

8. **Electronic Communications**

- 8.1. By using our website or submitting email requests on our website for us to call you, you agree to receive communications from us electronically and accept any risks associated with doing this.
- 8.2. If you send us any information electronically, you agree that we may act on, and rely on, this information. You also need to make sure that, if you send us information electronically, we have received such information.
- 8.3. If we need to send you any agreements, notices or other communications, you agree that we can send this to you electronically and you agree that, by us sending it to you electronically, this constitutes communication in writing.
- 8.4. If we send communications to you, these are strictly confidential and are intended for you only.
- 8.5. If you would prefer not to receive communications from us online, you need to contact us to let us know and tell us what your preferred method of communication would be.
- 8.6. We store all our records electronically and, by using our website and submitting information to us online, you agree to us doing this. Our electronic records constitute proof of the content of such record, unless you can prove otherwise.
- 8.7. We take reasonable measures to protect information that you send to us and that we store about you. However, where you send information to us, we cannot guarantee the safety and privacy of that information, so any information that you send to us is at your own risk. If you would prefer not to submit information to us on our website, please contact us.
- 8.8. If you send any electronic communication to us, this shall be regarded as having been received by us if and when we respond to it, or when we acknowledge receipt of your electronic communication. If any electronic communication that you send to us is blocked and/or filtered and/or destroyed by our content filtering and virus checking systems, we shall not be regarded as having received that electronic communication.
- 8.9. If we send any electronic communication to you, the electronic communication shall be regarded as having been received by you when the complete data message forming part of the electronic communication enters an information system designed or used for that purpose by you and is capable of being retrieved and processed by you.
- 8.10. Any electronic communications sent by you to us or by us to you shall be regarded as having been sent from the originator's usual place of business or residence and as having been received at the addressee's usual place of business or residence.
- 8.11. You agree that electronic signatures and/or authentication and/or encryption are not required for electronic communications between you and us to be valid.

9. **Security and Protection of your Personal Information**

We take reasonable measures to secure the content of our website, and to ensure any information provided by, or collected from, you remain safe from unauthorised access.

Fees and Making Payment

Please note that the fees charged, outlined on the quotation and offer addressed to you by our consultant, constitute the purchase price for access to our Proprietary Information as well as service fees. These fees exclude any third-party or government fees which will be an additional charge. A breakdown of the fees charged to you for our goods and service can be found in the quotation and offer sent by your WITC Consultant. You can make payment by credit card or by contacting your Immigration Consultant. It must be noted that government or third-party fees are not included in the service fee charged to you and these fees must be paid by you during the on-boarding process or at a later stage as per the recommendation by your consultant.

10. Payment

- 10.1. All of our fees become due for payment in full upon acceptance of the quotation and these terms and conditions.

11. Customer Satisfaction

We love hearing that we have done a good job and we enjoy positive feedback. We are however not afraid to hear when we have done something wrong. If you feel that our service to you is under par, please feel free to contact us directly on vuyo@witic.online

12. Conclusion

- 12.1. If there are any terms and conditions which you do not understand, or do not want to accept please contact us directly.
- 12.2. The agreement and undertakings of the Parties contained in these Terms shall each be construed as an agreement and undertaking independent of any provision of the Terms. The client and WITC hereby expressly agree that it is not the intention of any party to violate any public policy, statutory or common law, and that if any sentence paragraph, clause or combination of the same is in violation of the law of the Republic of South Africa, such sentence, paragraph, clause or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such clause and these Terms shall remain binding upon the Parties thereto.
- 12.3. These terms and conditions constitute the entire agreement between us and take precedence over any disclaimers or legal notices attached to any communications sent to us or by us.
- 12.4. No latitude, extension of time or other indulgence which may be given or allowed by WITC in respect of the performance of any obligation hereunder or enforcement of any right arising from these terms and conditions and no single or partial exercise of any right by WITC shall under any circumstances be construed to be an implied consent by WIT or operate as a waiver or a novation of, or otherwise affect any of WIT's rights in terms of or arising from these terms and conditions or estop WIT from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 12.5. You may not cede, assign and/or delegate any of your rights and/or obligations under these terms and conditions to any other person unless we agree in writing.
- 12.6. No addition to or variation, consensual cancellation or novation of these terms and conditions and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect

unless reduced to writing and signed or consented to in the manner in which these terms and conditions were consented to, by each of the Parties.

12.7. The termination of any of these terms and conditions shall not affect any terms and conditions which are expressed to apply after termination, or which are necessary must continue to apply after termination, even if the terms and conditions do not expressly state this.

We thank you for taking the time to familiarise yourself with our company Terms and Conditions and looking forward to a successful journey together.

..... 2020 Name.....

Signature.....