



General Terms and Conditions (AGB) of AVS allvisumservice GmbH

Edition 01.02.2018

1. General

These General Terms and Conditions, hereinafter referred to as GTC, apply to all transactions between the customer and AVS allvisumservice GmbH (allvisumservice.ch), hereinafter referred to as AVS. Terms and conditions of the customer that provide for changes in this area will only be effective if expressly acknowledged in writing by AVS.

2. Quote and Conclusion of a Contract

The quotes presented by AVS are not to be understood as lump sums, that means they only refer to the services explicitly mentioned, excl. VAT. All prices quoted remain valid when the order is placed within two weeks of preparation of the quote.

The customer agrees to provide AVS with all necessary information truthfully and to the best of its knowledge and belief. Withheld or untrue information on the part of the customer - and their employees - release AVS from all obligations with immediate effect.

With the written acceptance of the quote or the transfer of the invoice amount or the down payment or by sending an order via our website, a binding contract is concluded. AVS carries out all work conscientiously and with the greatest care. AVS cannot be held liable for a rejected visa applied for domestically or a work permit application submitted abroad. In particular, AVS does not undertake to refund down payments or otherwise provide compensation.

a. The customer is entitled to cancel the order at any time, provided that the service has been paid for with a credit card.

b. Applications for a work or residence permit abroad (competent authority or ministry) and / or a work visa (embassy / consulate) in the home country or a third country (location of the responsible embassy) can be cancelled at any time. The prerequisite is that all expenses incurred up to this point in time - handling costs and agency fees - are compensated for. The amount of expenses incurred so far is calculated according to the actual expenditure (hourly rate) and not according to the processing status of the work steps mentioned in the offer.

Of amounts already paid, the customer receives the following reimbursements:

- Cancellation before payment of consular fees: deposit amount minus processing fee of CHF 40.00
- Cancellation after payment of the consular fees: deposit amount minus processing fee of CHF 40.00, minus consular fees and any post office fees/payment charges/insurance/courier/supplemental services
- Cancellation after visa issuance: no refund
- Issuing a work permit in Switzerland and abroad: costs already incurred by AVS from third party providers (such as lawyers, partner agencies, notaries, translators, etc. pp) in Switzerland and abroad and fees to domestic and foreign authorities are not refunded. This also applies to all costs and fees that had to be paid 100% in advance to third parties when placing the order.

When concluding a visa for Switzerland (visitor visa, family reunification, marriage preparation, work visa, etc.), or a work permit, the customer agrees to apply for insurance benefits through AVS.

Should delays on the part of the transporting firms and any other third parties involved, delays in the visa issuance or the issuance of a work permit at home or abroad or the return of passports arise, the costs of ensuring compliance with the deadlines shall be borne by the customer. AVS cannot be held liable for any loss or damage to documents caused by third parties or by the actions of third parties, force majeure or fault of the customer.

3. Service and Fee

Unless otherwise agreed, AVS is required to pay an advance payment the amount of which is determined by AVS in order to cover the expenses and external costs of its execution. The return of the documents takes place with private customers only after complete receipt of payment of the respective invoice. All services of AVS, which are not expressly compensated by the agreed fee, are compensated separately by the customer (additional services). All out-of-pocket expenses that exceed the usual business expenses (i.e. for courier services, exceptional shipping costs or travel) are to be borne by the customer.

In the case of orders specified under 2.b, the amount for the expenses of AVS is due immediately upon receipt of the invoice.

4. Deadlines & Liability

Failure to comply with agreed deadlines shall entitle the customer to assert statutory rights only if he grants AVS a grace period of at least 14 days. This period begins with sending AVS a reminder by the customer. An obligation to pay damages resulting from delay exists only in case of a deliberate act or gross negligence. Unavoidable or unpredictable events - in particular delays on the part of the customer of any courier service providers used, delays by authorities / embassies in Switzerland and abroad - release AVS from holding to the agreed deadlines. For failure to deliver or damage caused by third parties, AVS cannot be held liable. At the time of handing over to the transport company for the return of a passport, the work contract is fulfilled and has been completed by AVS.

5. Payments

Unless otherwise agreed, all services are to be remitted without any deductions to a postal or bank account specified by AVS. Invoices are payable within 10 days from the invoice date. For applications for a work permit, especially abroad, the payment amount is due immediately.

In case of default of possible payment deadlines, a default interest of 5% is payable in addition to a reminder fee per of CHF 20.00 each times that it occurs. The customer shall only have the right of offset or retention if his own counterclaims have been finally and absolutely established under law.

6. Guarantee

The customer must assert any claims in writing within 10 days after the service is provided (from dispatch of the documents to the customer or delivery date of the documents) and provide justification to AVS. In the event of a justified and timely complaint, the customer is only entitled to compensation for liability legally supported and expressly acknowledged by AVS or a court.

7. Applicable law and jurisdiction

The entire legal relationship between AVS and the customer is governed by Swiss law. The exclusive place of jurisdiction is CH-8302 Kloten or any other court named by AVS. AVS reserves the right to change the terms and conditions at any time and to refuse customer requests without providing reasons.