

## 1 INTRODUCTION

The terms apply to the provision of agency services when arranging for the supply of Visa application services by Consulate, Visa Application Centres and Visa Service document suppliers to you on your behalf. These terms and conditions give the basis of your contract with Real Russia when it acts as a disclosed agent on your behalf.

These Terms & Conditions (the “Terms”) together with information on the Real Russia website and all other relevant information given to you by us form the basis of your contract with Real Russia (the “Contract”). Please read them carefully as they set out our respective rights and obligations. By asking us to undertake a service, we are entitled to assume that you have read these Terms and agree to them.

In these Terms, references to ‘Real Russia’, ‘we’ and ‘us’ are reference to Real Russia Limited, a company registered in England at 4-5 Wards End, Loughborough, Leicestershire, LE11 3HA, with company registration number 5577776. Our UK visa and enquiry office is located at 122 Minorities, London, EC3N 1NT. Our VAT number is 879160977. We operate the website at <https://www.realrussia.co.uk/>.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time. Please check these Terms to ensure you understand the terms which will apply at any time that you request our services.

These Terms, and any Contract between us, are only in the English language.

If you have any questions regarding these Terms do not hesitate to contact us by using the details shown on our [Contact Us Page](#).

### 1.1 APPLICATION

We offer two procedures for the completion of a Visa application: online and in-person. The online procedure can be completed by visiting our website and following the instructions on-screen. In-person applications can be made by visiting one of our visa offices during our opening hours and talking to one of our advisors, they will then assist you with the online application process.

Please see the “Visa” pages of our website for further details regarding the application process and the details which you will be required to provide.

We reserve the right to accept or decline any request for our assistance with a visa application.

By confirming an application with Real Russia, you agree to these Terms, unless otherwise agreed by us in writing. We will not be able to start to provide the service until you make full payment and supply the necessary documents.

You are responsible for ensuring that any service you order from us is suitable for your requirements and are responsible for providing the correct information and documents necessary to provide it.

We do not recommend making travel arrangements until you obtain a visa (unless such arrangements are a prerequisite of the consulate you are applying to, in which case, we recommend that you ensure that any travel arrangements which you make are fully refundable in the event of your visa being rejected).

## 1.2 TIMESCALES

In these Terms, "working" or "business" days are defined as days that include Monday through to Friday and exclude weekends, UK public holidays or public holidays in the countries of the consulates and government organisations involved in the processing of your services. For the avoidance of doubt, excluded days (also known as "non-working" days) should not be included in any calculations when estimating the timescales for the provision of your requested services.

Visa applications received by our office after 15.30 GMT on a standard working day or anytime on a non-working day will not be processed until the next working day.

Visa support and letter of invitation applications (VSD) received after 16.00 on a standard working day or anytime on a non-working day will not be processed until the following working day.

To facilitate our services to you, we may, where possible, and wholly at our discretion, lodge visa applications at consulates or raise visa support requests on non-working days.

Where we are facilitating the bio-metric data collection as part of our service to you, these will only be available on specified dates and times. We will inform you of your options and confirm any bio-metric data collection appointments in writing.

## 1.3 INSURANCE

When you make your application, you confirm that you either have suitable insurance (travel or otherwise) to cover (i) loss or delay of documents (including passports); (ii) delay or refusal of a visa; or (iii) issue of a visa or visa support document with errors or omissions, or that you have no need of such insurance.

## 2 MAKING AN APPLICATION

We accept applications for visa services ("services") via our website, e-mail or post.

When making an application you should carefully read all related information on our website and in any correspondence that we send to you so that you are aware of the costs, steps required and any applicable service updates.

## 3 PAYMENT

We will not process until we have received cleared funds for the full cost of our agent fee and the disbursement costs relating to the services that we will pay for on your behalf that are provided to you by the Consulates, Visa Application Centres and Visa Service Document / Letter of Invitation suppliers.

**Payment made to the consulate or visa application centre is for the consideration of your application only, it does not guarantee that a consulate will issue a visa or that the appropriate authorities will issue a visa support document.**

Prices for visa services are quoted in British Pounds (GBP) only.

All prices quoted are inclusive of any applicable UK, Russian or local taxes and fees and are based on currency rates set at the start of each month which may be subject to change with short notice.

Please note changes and errors do occasionally occur. We reserve the right to increase / decrease and correct errors in advertised prices at any time.

For full payment options and any current applicable surcharges please see the following link: <https://realrussia.co.uk/Info/HowToPay>

**You are responsible for any additional costs involved in making a payment, including, but not limited to, bank transfer charges, credit card surcharges (where applicable) and currency conversion costs.**

**If we receive payment and all necessary documents and information for an application from you and the service processing timescale you have requested does not allow for the delivery of the service in time for the stated travel dates, then, in the absence of written instructions from you and wholly at our discretion and using our best judgement we may, but are not obliged to, upgrade your service processing to a higher level without contacting you. You agree that you will pay any increased fees or costs to facilitate this increased service processing.**

**Consulates, government organisations or other third parties may change their prices at short notice. In such situations you agree to pay any additional fees or costs we may incur on your behalf; we will refund you any balance if prices are reduced.**

If we do not receive full payment for your services within 10 working days of your application we may, at our discretion, cancel your application. If, at our discretion, we process an application without receiving full payment, we reserve the right to hold travel documents (including passports) until full payment is made.

## 4 PROCESSING

We will begin to process your application on the business day following receipt of (i) cleared funds; and (ii) the documents required for processing.

## 5 SERVICES

We will endeavour to provide you with the services that you have ordered from us, within the timescales estimated, in a professional and efficient manner.

Visa services are **not considered** a travel service under the “The Package Travel and Linked Travel Arrangements Regulations 2018”.

### 5.1 COLLECTION

You can normally collect a visa or visa support document from us on any working day at our London office.

If you wish to collect a visa or visa support document from us on a non-working day, then you should request this in writing at least two working days in advance. Where we agree that we will make the visa or visa support documents available to you on a non-working day we may apply an administrative fee of up to £50.00 for the provision of this service which we may require you to pay in advance.

### 5.2 DELIVERY

We do not guarantee that we will post, deliver or that you will be able to collect any visas issued by a consulate on non-working days.

Please note that courier or postage costs incurred on your behalf are not refundable. We offer a range of delivery options and we strongly recommend that you carefully consider which option is most suitable for your needs and to ensure that you know the value to which your documents will be covered in the case of loss or damage by the chosen delivery agent.

### 5.3 LIABILITY FOR THIRD PARTIES

For the avoidance of doubt, you understand that Real Russia are an agent that you instruct to facilitate and manage the process of obtaining a visa or visa support document on your behalf.

**We are dependent upon various third parties who are beyond our reasonable control. As such, you agree that we will not be held liable for any losses, either consequential or inconsequential, that you may potentially, or actually, incur due to the actions or failure of such a third party. This includes, but is not limited to, failure to meet expectations, reduced service levels or loss of documents by a consulate or state organisations such as the Russian Migration Authority.**

### 5.4 ISSUE OF SERVICES

Consulate and visa application rules can change from day to day, as such we cannot, and do not, guarantee that we will obtain a visa or visa support document for you, that any visa or visa support document issued will be exactly as requested or that any visa or visa support document will be issued without errors or omissions.

The issue of a visa or visa support document is wholly dependent upon the relevant consulate or responsible foreign government organisation and the decision to issue a visa or visa support document (including the type, validity period, conditions and restrictions) is absolutely at their discretion.

In the unlikely event that you are not issued any form of visa or visa support document, are not issued one as requested or are issued one with errors or omissions:

- (i) we will accept no responsibility for any losses, either consequential or inconsequential, that you may potentially, or actually, incur;
- (ii) it is very unlikely that the relevant consulate or responsible foreign government organisation will allow any form of appeal or answer any questions as to why your application was rejected; and
- (iii) your only real option to try and obtain the visa or visa support document you require will be to complete a new application. We will be happy to consider any further applications which you wish to make but they will be treated as separate orders and any associated application fees will need to be paid again in respect of the new application.

### 5.5 VISA SUPPORT DOCUMENT

Where we are providing a "visa support only" service then the visa support documents we provide will be fully compliant with the legislation of the country and the rules of the consulate that requires them. However, having a valid visa support document does not guarantee that the consulate will issue a visa and it is your responsibility to ensure that you meet all of the document and application requirements of the consulate that you intend to apply to.

### 5.6 MIGRATION RISK

If, at the time of your application, or subsequently, you have been classified as "migration risk" by the relevant authorities and then subsequently seek to cancel any of the services which you have requested from us we reserve the right to raise a charge of up to £100 in respect of any additional administration costs or charges which we incur in respect of your status as a migration risk before any refund is made.

### 5.7 BIO-METRIC APPOINTMENTS

Where we are facilitating the bio-metric data collection in our office as part of our service to you:

- (i) You acknowledge that this service is provided by a third party contracted from the associated consulate.
- (ii) Bio-metrics data collection is controlled and scheduled by appointment only.
- (iii) You will be given the opportunity to select a date and time for your appointment that is most suitable for you and you will be provided with your appointment details including a date and time in writing.
- (iv) If you wish to change your appointment, then you should notify us in writing a minimum of one full business day before it is due.
- (v) If you miss your allocated appointment, then we cannot guarantee that we will complete your bio-metric data collection on that day, and you may need to make another appointment.
- (vi) Where we are providing a service to take passport photos during your appointment you must ensure that you are able to meet the standards required by the consulate for such application photos. If you do not and we are unable to submit your application, then we may consider this as a “missed appointment”.
- (vii) If you have been instructed to bring in additional documents for your application and fail to do so or they are not as requested and we are unable to submit your application then we may consider this as a “missed appointment”.
- (viii) We reserve the right to charge you £28 for missed appointments, or for appointment changes not requested in accordance with item (iv).

## 5.8 CHECK AND PREPARE SERVICES

“Check and prepare” services are those where we will check the application documents and / or prepare the visa application on your behalf.

- (i) You are responsible for lodging your visa application to the consulate or visa application centre and managing the visa process yourself including travel costs, payment of application fees and collection and confirmation that the visa is correct. We are not able to assist you with lodging or managing any visa applications you make yourself.
- (ii) You should submit only the documents we have identified and / or prepared with your application, in the format we have identified and / or prepared and within the timescales we have identified to the visa application centre or consulate. If you do not, then your visa may be delayed or not issued at all.
- (iii) We will ensure that the application pack we send to you is correct for application to the visa application centre at that time, however you should be aware that this does not guarantee that the consulate will issue you with a visa, or issue the visa with the conditions that you request.
- (iv) You should be aware that the visa application centre or consulate may, wholly at their discretion, ask for additional documents or with a different format. In this case, you may send to us these documents for checking and / or preparation before you provide them to the consulate or visa application centre at no extra cost.

## 6 DOCUMENTATION

You confirm that all the documents and information that you provide to us in relation to your requested visa services are accurate, complete and correct.

You understand that if you provide inaccurate, incomplete or incorrect information or documents that this may delay the service you have requested, may make delivery of the requested services impossible or mean that the consulate may reject your application. We will not be liable for such a delay or rejection.

To process any visa, we require your original passport, the original signed consulate application form and the required number of original identity (passport) photographs.

Any other document which we ask you to supply to process the visa application at the appropriate consulate should be provided as a copy unless we specifically request the original. Documents that may be provided as copies include, but are not limited to: bank statements, insurance documents, utility bills, contracts, birth certificates, and second, or expired, passports.

We do not accept responsibility for the custody, loss of or damage to original documents which we have not asked you to send us.

## 7 YOUR RESPONSIBILITY

While we provide information on the various visa types and services available, you are responsible for ensuring that the visa or visa support document that you order from us is suitable for your specific requirements and that you use it for the purpose it is intended and in compliance with the laws of the issuing country.

While we will provide you with guidance and support while completing any application forms, you are responsible for entering and confirming the data you provide for your visa or visa support application is correct.

You are responsible for clearly identifying the travel dates which you need your visa to cover. You will be shown these prior to submitting your online entry and again on the application form, it is your responsibility to confirm that these are correct. You should not assume we are aware of your travel plans or circumstances and we will not accept liability for any visa issued that does not cover your intended travel dates.

Where you provide your own visa support documents with your application for Russian visa processing, you acknowledge that you understand that any visa issued will be for the dates listed on the visa support documents you have provided and not the dates listed on the associated visa application form.

Many consulates, including the Russian consulates in the United Kingdom, do not allow for two active visas to be issued at the same time; for example two visas in the same passport or ~~in~~ two visas issued in two separate passports. In such cases the consulate will cancel the current visa before issuing a new one. You are responsible for ensuring the cancellation of any current visa will not affect your travel plans.

You are responsible for, and shall reimburse us in respect of, all fines, fees and costs, including those applied to us, charged by the authorities if you break migration law. This includes, but is not limited to: deportation, arranging an exit visa, and arranging for late registration of your visa.

### 7.1 TIMESCALES & DELIVERY

You are responsible for selecting the appropriate service processing timescales and delivery options to meet your specific needs and you agree that you will promptly provide all documents, information and payments that are needed to allow us to successfully provide the service to you.

## 7.2 AFTER RECEIPT OF VISA SERVICES

You are responsible for confirming that the visa or visa support documents issued are suitable for your actual requirements before you travel or use them. If there is an error in your visa or visa support documents then, where we have been advised of that error, we will endeavour, where possible, to correct the error free of charge. This further assistance is subject to the restrictions set out in Paragraph 5.4 above.

Under no circumstances should you attempt to use the visa outside of its issued purpose, including attempting to enter or leave the visa issuing country outside of the visa validity dates or for an invalid purpose of travel.

## 7.3 INCOMPLETE APPLICATION

If we receive an application that is incorrect, incomplete or contains conflicting information then we will attempt to contact you to receive your instructions. You agree that, wholly at our discretion and using our best judgement, we may, but are not obliged to, correct, complete or resolve conflicts in your application as we determine it is necessary if we are not able to contact you. Where we have corrected, completed or resolved a conflict in your application without being able to contact you we will not be responsible for any errors, omissions or potential problems associated with using the issued visa or visa support documents.

## 8 OUR RESPONSIBILITY

Subject to Paragraphs 5.3, 5.4 and 6, if you are dealing as a consumer, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

If you are dealing as, or pursuant to, a business (i) we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity; and (ii) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the service fees that you have paid to us.

We do not in any way exclude or limit our liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other form of liability which we cannot lawfully exclude.

## 9 CANCELLATIONS & AMENDMENTS

### 9.1 CANCELLATION BY US AND EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract (i) we will contact you as soon as reasonably possible to notify you; and (ii) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of our services to you, we will, where possible, arrange a new delivery date with you after the Event Outside Our Control is over.

We shall use all reasonable endeavours to mitigate the effect of any Event Outside Our Control on the performance of our obligations under the Contract, however, if the Event prevents, hinders or delays our performance of our obligations for a continuous period of more than 20 working days, either party may terminate the Contract by giving written notice to the other party.

In any event where we cancel the services in accordance with Paragraph 9.1 we will refund any monies which we have received in respect of our own charges but cannot refund any sums which, as at the time of the cancellation, have already been paid to the relevant consulate or responsible foreign government organisation. We will have no other liability to you whatsoever.

## 9.2 CANCELLATION BY YOU

If you are dealing as a consumer please note that, given the often time sensitive nature of Visa applications, we believe that it is reasonable for you to waive any cancellation rights that may be granted to you under the Consumer Protection (Distance Selling) Regulations 2000 and/or the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as applicable).

These regulations grant consumers certain rights to cancel a contract made over the internet up to fourteen days after placing their order. These rights can be waived in the event that it is important that services are provided promptly / from the date the Contract is entered into.

Please note that by entering into this Contract you accept and agree to waive these cancellation rights and accept, in their place, the cancellation rights set out in the remainder of Paragraph 9.2.

**If you wish to cancel your application after we have confirmed to you that it has been accepted for processing, we ask that you confirm your request in writing.**

On receipt of your cancellation request we will refund to you any monies paid for the services, less:

- (i) any expenses we have properly incurred on your behalf (including any applicable bank transfer charges, credit card surcharges (where applicable) and currency conversion costs).
- (ii) if we have received your documents but have not lodged them to the consulate, a cancellation charge. This charge will be at least £10.00 but may be more if your cancellation involves significant administration or additional cost. We would be happy to discuss these potential costs with you before your application should you wish to do so.
- (iii) if we have already submitted an application to a consulate, any monies due in respect of that submission.
- (iv) in relation to a “visa support document only” service or registration document, if we have already paid the relevant fees and submitted an application to the organisation responsible for their issue, those fees.

Please note, in the event that you send us a cancellation request after we have already submitted an application to a consulate, it is unlikely that we would be able to return your travel documents until the consulate have processed your application and issued your visa.

### 9.3 AMENDMENTS BY YOU

Although we are not legally bound to accept amendments that you may wish to make to your application after confirmation, where possible we will attempt to do so. Where we do make changes to your application, we reserve the right to charge appropriate administration costs, which you will be advised of prior to any changes being confirmed.

If you do not confirm the changes in writing to us during normal business hours before we apply them then we will not accept any liability for any misinterpretation or perceived mistakes.

## 10 COMPLAINTS PROCEDURE

In the unlikely event you have any complaints about the services we provide, please promptly send your complaint to our customer service team detailing your issue or otherwise contact us using the details shown on our [Contact Us Page](#).

You will receive an acknowledgement of your complaint within 5 working days and a full written response within 30 days of our receipt of your communication detailing our investigation, any action that we propose to take and any alternative options you may wish to pursue.

It goes without saying that our clients are most important to us and we do, in all circumstances, work hard to delight our clients and this includes working with you to address any dissatisfaction you may have experienced.

## 11 GENERAL

**Agency arrangement:** Real Russia act as a disclosed agent on your behalf when arranging and paying for Visa and Visa Service Documents Letters of Invitation. These are supplied to you by the consulate and/or Visa Application Centre and/or Visa Service Document / Letter of Invitation supplier providing their services to you. Our service is the arranging for the documents to be supplied to you by the supplier. All charges made to you are comprised of our service charge for the services we supply to you and a disbursement of costs paid on your behalf to the supplier making a supply to you.

**Assignment:** We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

**Assignment by you:** You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

**Entire Agreement:** If you are dealing as a business these Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

**Filing:** Please note we will not necessarily file a copy of any Contract made between us.

**Law and Jurisdiction:** These Terms are governed by English law. A Contract, and any dispute or claim arising out of or in connection with it, will be governed by English law. You agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

**No Waiver:** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**Third Party Rights:** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

**Services:** Where in the agreement it states services provided to you this is used for ease of reference and means our service when acting as an agent on your behalf and the separate services provided to you by the consulate and/or Visa Application Centre and/or Visa Service Document / Letter of Invitation supplier which we arrange and pay for as a disclosed agent acting on your behalf.

**Severability:** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**Variation:** No variation of these Terms may be agreed by any employee or agent of Real Russia unless approved in writing by a director of the company. This, however, does not exclude our liability for statements which our representatives, agents or employees may make on our behalf.