



## Terms & Conditions

### 1. Introduction and Acceptance of Terms

By accessing or using **The Visa Studio** services, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions (the “Terms”) and any documents incorporated herein. If you do not agree to any part of the Terms, please do not use our services or proceed with any visa application through us. These Terms constitute a binding contract between you (“Client”, “You”) and The Visa Studio (the “Company”, “We”), including our parent company SKM Global Travel (SKM IMPEX) based in Mumbai, India. All references to “**We**”, “**Us**” or “**Our**” in these Terms refer to The Visa Studio/SKM Global Travel, and all services are provided by SKM IMPEX through this brand. By proceeding with any service, you represent that you are at least 18 years of age and have the legal capacity to agree to these Terms.

### 2. Company Information

The Visa Studio is an ISO 9001:2015 certified travel services company operating under the umbrella of SKM Global Travel (SKM IMPEX), headquartered in Mumbai, India. Our registered office is at Hotel Trident, Nariman Point, Mumbai, India. We specialize in travel visa assistance and related services for clients worldwide, leveraging decades of expertise in the travel industry. All references to **The Visa Studio** or **SKM Global Travel** in these Terms include their officers, employees, agents and affiliates, unless the context requires otherwise.

### 3. Eligibility and Scope of Services

We provide **visa application facilitation services** solely for **tourist and business visas**. We do *not* offer immigration, work, student, or permanent residency visa services. Our role is that of an intermediary: we assist you in preparing and submitting visa applications and supporting documentation for the specified visa category. *For example*, our services apply only to tourist/business visa applications (as noted by our partners, some visa-assistance offerings “apply to tourist and business visas only”). We do not process visa categories beyond our scope. We reserve the right to refuse or terminate services if you request assistance outside this scope or if you do not meet the eligibility criteria for a particular visa.

### 4. No Guarantee of Visa Approval or Entry

**Visa decisions are made solely by the destination country’s Embassy/Consulate, not by us.** We do **not guarantee** that any visa application will be approved or that you will be granted entry to your destination country. Our services are provided on a best-effort basis to *support* your application. The Embassy/Consulate retains the right to request further documentation or reject any application for any reason. You acknowledge that visa issuance is entirely at the Embassy’s discretion. We shall **not** be held liable for any delays, rejections, cancellations, or refusals of entry imposed by immigration authorities. If your visa is denied, no refund of fees will be issued.

### 5. Schengen Visa

The Visa Studio provides application support services for Schengen visas in accordance with the requirements of the respective Schengen states and their visa processing partners (such



as VFS Global/BLS International/others). Please note the following specific terms applicable to Schengen visa applications:

- **Service Fee Scope: For Schengen visa applications, The Visa Studio charges only its service fee. All other costs** including the VFS appointment fee, embassy visa fee, courier charges, or any other third-party fees like Travel Insurance, etc. are the sole **responsibility of the client and must be paid directly to the concerned authority or service provider.**
- **Entry Point Responsibility:** We inform and advise clients that the country they apply to must either be their first point of entry into the Schengen area or the country of their longest stay, as per Schengen visa regulations. If the client chooses to apply through a different country despite this advisory, it shall be entirely at the client's discretion and risk. The Visa Studio disclaims any liability arising from misuse or misrepresentation of the intended itinerary.
- **No Guarantee of Entry:** Even if a Schengen visa is issued, entry into the Schengen area is not guaranteed. Final admission decisions are made by immigration officers at the port of entry. The Visa Studio is not liable for any entry refusals, immigration challenges, deportation, or border-related issues, even if a valid visa is held.
- **Visa Verification:** Clients must carefully review their visa upon receipt and immediately notify us of any discrepancies. This includes checking for spelling errors, incorrect validity dates, number of entries, or other details. The Visa Studio is not liable for any errors not reported in a timely manner, or for consequences arising from incorrect visa details once submitted to the client.
- **Visa Re-Appeal/ Contest/ Services beyond Submission:** In case of any visa refusals, contest and/or other services regarding Schengen visa beyond our scope of work mentioned above, the client shall be responsible for the same including coordinating with the concerned authorities and any other applicable charges. Our scope of work ends, once the final documents are handed over to the client.

## 6. Client Obligations

To enable us to provide our services, you must comply with the following obligations:

- **Accurate Information:** You agree to provide true, complete, and accurate information and documentation throughout the application process. This includes personal details, travel history, financial information, and any other data required for the visa application. You warrant that all information you supply is correct and not misleading.
- **Document Verification:** You are responsible for carefully reviewing and verifying all information before submission. If at any point you notice errors or omissions in your application data or documents, you must inform us immediately. We are not liable for any consequences arising from incorrect or incomplete information provided by you.
- **Visa Requirements:** You must ensure that you meet all eligibility criteria and fulfill all visa requirements of the destination country. It is your sole responsibility to understand these requirements (such as health, financial, and legal requirements) and to obtain any necessary documents (e.g. invitation letters, employment letters, financial statements) required for the visa. The Visa Studio provides guidance on



standard requirements, but you must verify and comply with specific rules of the destination country.

- **Genuine Documents:** You agree to submit only genuine, original documents when applying for a visa. We will not assist in creating or submitting any counterfeit, fraudulent, or forged documents. The use of fraudulent documents is unlawful and not endorsed by The Visa Studio. We disclaim any responsibility for any outcomes or penalties resulting from the submission of false or altered documents.
- **Compliance with Laws:** You must comply with all applicable laws and regulations of India and your destination country, including immigration, foreign exchange, and foreign law. You must immediately notify us of any changes (e.g., passport renewal, criminal proceedings, health issues) that could affect your visa application.
- **Respond to Authorities:** You must promptly respond to any requests from Embassies, Consulates, or visa application centers (e.g. VFS Global) for additional information or interviews. Delays or failures in your cooperation may lead to visa denial, for which we are not responsible.
- **Travel Documents:** You must hold and maintain a valid passport (with required validity and blank pages) and any other travel documents as mandated by the destination country. We are not responsible if an Embassy/Consulate or immigration officer deems your travel documents invalid or insufficient.

**In summary, you remain solely responsible for the accuracy and completeness of your visa application. The Visa Studio disclaims all liability for any losses, costs or damages arising from your failure to fulfil these obligations.**

#### **7. Payments and Fees**

All payments for visa application services must be made to **SKM IMPEX** (Axis Bank) as specified by us at the time of payment. We accept authorized payments via UPI (QR code or UPI ID), credit/debit cards, wallets, or direct bank transfer into SKM IMPEX's Axis Bank account. **We do not accept cash or payments to any other account or agent.** You are responsible for ensuring that your payment is made to the correct account. *If you make a payment to any unauthorized party or account, we disclaim all liability for such transactions.* Any service will commence only after we have received full payment for the applicable fees. All fees are non-refundable as described below.

#### **8. Refund and Credit Policy**

Due to the nature of visa services, we maintain a **strict no-refund policy**. Once you have paid our fees and the application process has begun, fees are non-refundable under any circumstances. *Even if a visa is denied by the embassy, the amount paid for visa processing and documentation services will not be refunded.* However, in certain cases where we have not yet started processing your application (for example, if you cancel immediately after payment but before submission), we may (at our sole discretion) issue you a **credit note** instead of a refund. Any credit note issued:

- is valid for **3 months** from the date of issue,
- is non-transferable and non-exchangeable for cash, and



- can only be applied towards new visa service fees for the same client with The Visa Studio.

This credit note cannot be redeemed for any other service (such as flights or hotels) and is not applicable to third-party fees (e.g. embassy fees paid by you).

#### 9. Travel Insurance Disclaimer

The Visa Studio can assist in arranging travel insurance through licensed third-party insurers. In such cases, we act solely as a facilitator or agent for the insurance policy. All insurance policies are issued by the insurance company directly, and their terms govern the coverage. Any claims or disputes regarding insurance coverage must be handled directly with the issuing insurer. We charge a separate service fee for processing any insurance purchase. We are **not** the insurer and bear no responsibility for insurance claims, refunds, or cancellations.

#### 10. Provisional Flight and Hotel Documentation

We may, at your request and for the purpose of supporting your visa application, arrange **provisional** flight, itineraries or hotel bookings. These documents are produced purely to meet visa application requirements and do not constitute confirmed travel arrangements unless fully paid and confirmed by the airline/hotel. **The Visa Studio is not responsible if an Embassy/Consulate questions the authenticity of these documents or if a visa is denied based on flight/hotel details provided.** You acknowledge that any risk arising from provisional bookings (such as schedule changes or availability issues) is yours, and we will not compensate for any costs or damages resulting from visa refusal on these grounds.

#### 11. Additional Travel Services (Flights, Accommodations, Custom Itineraries)

Upon specific client request, The Visa Studio may assist in arranging ancillary travel services including, but not limited to, **Flight bookings, hotel accommodations, and custom travel itineraries**. These services are offered as an extension to our core visa facilitation services and are subject to the following terms:

- **Client Responsibility for Accuracy:** You are solely responsible for providing accurate and complete details at the time of requesting any travel bookings, including **passenger names as per passport, passport numbers, travel dates, destination preferences**, and any other relevant data. Once a booking has been confirmed, **no changes (including name, date of birth, or passport number) are permitted**, except in accordance with the policies of the respective airline, hotel, or service provider.
- **Subject to Availability and Dynamic Pricing:** All flight, hotel, and itinerary services are subject to **real-time availability and dynamic pricing**. We do not guarantee the availability or price of any service until the booking is confirmed and full payment is received. Fare or rate changes may occur between inquiry and final confirmation, and The Visa Studio shall not be held liable for any increase in costs during that time.
- **Third-Party Terms Apply:** Bookings made through or facilitated by The Visa Studio are governed by the terms and conditions of the **respective airline, hotel, or third-party provider**. Clients are responsible for familiarizing themselves with those policies, including those related to cancellations, amendments, refunds, baggage, check-in requirements, and penalties.



- **Limitations of Liability:** The Visa Studio is an intermediary and is **not responsible** for any service disruption, cancellation, delay, or policy change by the third-party service provider. This includes—but is not limited to—flight schedule changes, hotel overbookings, denied boarding, or service refusals. In such cases, the resolution must be pursued directly with the airline, hotel, or provider. We shall not be liable for any loss, inconvenience, cost, or consequential damage incurred due to travel disruptions or changes beyond our control. Refunds, if applicable, will be processed only as per the third-party provider's policies and timelines.
- **Working Hours and Support:** The Visa Studio offers support for booking assistance and changes **strictly during working hours** (10:00 AM to 6:00 PM IST, Monday to Friday). For **urgent changes or emergencies outside working hours**, clients are advised to contact the airline, hotel, or provider directly. We will not be responsible for missed opportunities to modify or cancel bookings outside working hours.
- **Payment and Confirmation:** Full payment must be received for any flight or hotel booking to be confirmed. Partial payments or delayed payments may lead to fare changes or loss of availability. Clients will be issued a booking confirmation only after successful transaction processing.
- **Cancellations and Refunds:** Requests for cancellations or refunds must be made in writing during our working hours. All such requests will be governed strictly by the cancellation/refund policies of the respective service provider. The Visa Studio may charge a service fee for processing such requests, separate from any third-party penalties.

## 12. Limitation of Liability

**To the maximum extent permitted by law, The Visa Studio/SKM Global Travel/SKM IMPEX and their officers, agents and employees shall not be liable for any losses, damages or expenses of any kind arising from or related to our services, except to the extent required by mandatory law.** In particular:

- We **do not guarantee** any visa outcome. We provide services as a convenience to assist you; we make no warranties of any kind regarding visa approval. Our entire liability, if any, for any claim related to our services shall in no event exceed the total fees paid by you for the specific visa service that gave rise to the claim.
- We are **not responsible for any indirect, incidental, consequential or punitive damages**, including but not limited to loss of profits, loss of opportunity, or emotional distress, even if we have been advised of the possibility of such damages.
- We are **not liable for delays or losses due to factors beyond our control**, such as embassy processing delays, errors by consulates, courier or delivery mishaps, force majeure events (see below), or actions of immigration authorities. For example, if an embassy loses documents, or if an immigration officer denies entry at the border, we cannot be held responsible.
- If you overstay your visa, violate any conditions of entry, or otherwise break immigration laws of the destination country, you alone are responsible for any penalties. *We will not bear any liability for fines, legal actions, or deportation proceedings arising from your actions.*



Your use of our services is at your own risk, and you agree that no claim arising from visa refusals, cancellations, or immigration issues shall be asserted against The Visa Studio or its affiliates.

### **13. Use of Third-Party Services**

In providing our services, we work with various third-party service providers (such as courier companies, visa application centres (e.g. VFS Global), insurers, airlines, and hotels). These third parties have their own terms and service standards. **We do not control their operations and are not liable for their acts or omissions.** For example, we may assist with couriering documents to an embassy, but any loss or damage during transit is covered only by the courier's own liability provisions. Similarly, if an insurer fails to settle a claim or a hotel booking is cancelled, such issues must be taken up with the respective provider. We disclaim all responsibility and liability for any third-party services, information, content or websites used or recommended as part of our service. We encourage you to review the terms of any third-party service you use.

### **14. Intellectual Property and Website Use**

All content on The Visa Studio's website and related materials (including text, graphics, logos, images, videos, software and other content) are the exclusive property of The Visa Studio/SKM Global Travel/SKM IMPEX or their licensors and are protected by copyright, trademark, and other intellectual property laws. You may not copy, reproduce, distribute, republish, download, display, or use any of the content without our express written consent. Any unauthorized use of our intellectual property may violate applicable laws and these Terms. Our website may contain links to third-party websites for your convenience. We do not endorse or control those sites. We are not responsible for the content, accuracy, or practices of third-party sites, and your use of them is at your own risk.

### **15. Indemnification**

You agree to indemnify, defend and hold harmless The Visa Studio, SKM Global Travel, SKM IMPEX, and their directors, officers, employees and agents from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of: (a) your misuse or negligence in using our services; (b) any breach of these Terms by you; (c) any false, inaccurate or incomplete information or documents you provide; (d) your violation of any third-party right or applicable law; or (e) your non-compliance with any governmental regulation. We will notify you of any such claim or demand and you agree to cooperate in our defense.

### **16. Force Majeure**

We are not liable for any failure or delay in performing our obligations under these Terms where such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to natural disasters, war, terrorism, pandemic, civil disturbance, strikes, Government or Embassy actions, or any other force majeure events. In such cases, we may extend service timelines or terminate services, as appropriate, and will not be responsible for losses or costs incurred due to the event.





#### **17. Termination of Services**

We may suspend or terminate our services, without liability to you, if you breach any of these Terms or for any other reason at our discretion. If your account or service is terminated, any fees paid to date are non-refundable. You may request to terminate our services at any time by written notice; however, the refund policy above still applies. Upon termination, you must cease using any services or materials provided by us.

#### **18. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of India. Specifically, the Agreement is subject to the Indian Contract Act, 1872; the Information Technology Act, 2000 (and relevant Rules thereunder); and other applicable Indian laws. Any dispute arising out of or related to these Terms or the services provided shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

You agree to attempt to resolve any dispute informally by contacting The Visa Studio at the contact details below. If we cannot resolve the matter through negotiation, you may pursue legal remedies as permitted under Indian law.

#### **19. Contact Details and Communication**

If you have any questions, concerns or complaints regarding these Terms or our services, please contact us at:

**The Visa Studio (SKM Global Travel/SKM IMPEX)**

Hotel Trident, Nariman Point, Mumbai, India

**Email:** [info@thevisastudio.com](mailto:info@thevisastudio.com) and [skmglobaltavel@gmail.com](mailto:skmglobaltavel@gmail.com)

**Mobile:** +91 8591391132, +91 9820510419

**Business hours:** Monday–Friday from 11:00 AM to 7:00 PM IST

For any application status updates or communication, we may contact you via the email address or phone number you provide. You may also receive notifications via SMS or WhatsApp if you opt in. To update your communication preferences, please notify us in writing.

**Effective Date:** These Terms are effective as of the date displayed on our website. We reserve the right to modify these Terms at any time; the updated Terms will be posted on our website with a new “last updated” date. Your continued use of our services after any such update constitutes acceptance of the new Terms.