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P.O Box 66555 - 00800, NBO - Kenya

SWIFTPASS GLOBAL SCHENGEN VISA AND JOB PLACEMENT AGREEMENT

This agreement ("Agreement") is entered into on this day of....., 2024, by and between:

SwiftPass Global, an Immigration Organization, located at IPS Building, 7th Floor, Unit 11, hereinafter referred to as "**SwiftPass Global**",

and.....of **Passport**

No..... a client seeking visa and job assistance, residing at....., hereinafter referred to as "Client".

WHEREAS, the Client seeks to obtain a Schengen visa through the assistance of **SwiftPass Global**;

WHEREAS, **SwiftPass Global** agrees to assist the Client with the Schengen visa application process and secure a job in the Schengen region (**secondary service**);

WHEREAS, the Client agrees to pay a fixed service fee to **SwiftPass Global** only upon the approval of their Schengen visa;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope of Services

1.1 Schengen Visa Application Assistance

- **SwiftPass Global** will assist the Client in applying for a Schengen visa, including the preparation of all necessary documentation and submission of the visa application to the appropriate embassy/consulate.
- The Client agrees to cooperate fully with **SwiftPass Global** by providing all required documents and information for the visa application.

1.2 Job Placement Services (Secondary)

- Upon successful visa approval, **SwiftPass Global** will make efforts to secure a job for the Client in the Schengen region. This service is secondary and contingent upon the approval of the Client's Schengen visa.
- The job secured for the Client will comply with the labor laws of the respective Schengen country. Specific job offers, locations, and terms of employment will be provided after visa approval.

2. Client's Financial Responsibilities

2.1 Visa Fees and Other Related Expenses

- The Client is responsible for paying all **visa fees, travel insurance fees**, and any other service fees that are payable to the relevant embassy or consulate as part of the visa application process.
- These fees are separate from **SwiftPass Global's** service fee and must be paid directly by the Client to the embassy or consulate as required.
- **In the event of a visa denial, any visa fees or other payments made to embassies, consulates, or relevant immigration authorities are non-refundable**, and neither SwiftPass Global nor the relevant immigration authorities are responsible for refunding these fees.

2.2 Reapplication in Case of Visa Denial

- In the event that the Client's Schengen visa application is denied, **SwiftPass Global** will assist the Client with a new reapplication, either to the same Schengen country or to a different Schengen country.
 - The Client agrees to bear all necessary visa-related fees, travel insurance fees, and other required payments for the reapplication.
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3. Payment Terms

3.1 Payment Upon Visa Approval

- The Client is required to pay a **fixed fee of**to **SwiftPass Global only upon the approval of their Schengen visa**.
- The payment must be made within **3 days** of visa approval using the following details:
 - **Paybill:** *400200*
 - **Account Number:** *44821*
 - **Account Name:** *SwiftPass Global*
- The Client agrees to make full payment within the specified time frame after receiving confirmation of visa approval.

3.2 Consequences of Non-Payment

- If the Client fails to make full payment within **3 days** of visa approval:
 - **SwiftPass Global reserves the right to withhold all essential visa documents**, including but not limited to the stamped passport, visa approval notification, and any related paperwork, until full payment is received.
 - **SwiftPass Global further reserves the right to notify relevant embassies, consulates, or immigration authorities** and request the cancellation or revocation of the Client's Schengen visa due to non-payment.
 - The Client acknowledges that non-payment will result in the cancellation or revocation of the visa, and **SwiftPass Global** will cease all further services, including job placement.

3.3 No Advance Payments or Reimbursements

- The Client is not required to make any advance payments before visa approval.
 - The service fee is due only after visa approval, with no reimbursement required for application expenses prior to approval.
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4. Responsibilities of SwiftPass Global

- **SwiftPass Global** will assist the Client in compiling, reviewing, and submitting all necessary documents for the Schengen visa application.
 - **SwiftPass Global** will provide timely updates on the progress of the visa application.
 - Upon visa approval, **SwiftPass Global** will begin efforts to secure a job for the Client in the Schengen region.
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5. Responsibilities of the Client

- The Client agrees to provide accurate and truthful information for the visa application.
 - The Client is responsible for attending all interviews and submitting any additional documentation requested by the embassy or consulate.
 - The Client agrees to pay the full-service fee within **3 days** of visa approval, as outlined in the payment terms.
 - The Client is responsible for all payments related to visa fees, travel insurance, and other charges directly to the embassy or consulate.
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6. Refund Policy

6.1 No Refund for Visa Denial

- If the Client's visa application is denied, the Client will not be required to pay the service fee, and no refund will be issued for work already completed.
- The Client acknowledges that **visa fees or other payments made to embassies, consulates, or immigration authorities are non-refundable** in the event of a visa denial, and neither SwiftPass Global nor the relevant authorities will provide a refund.

6.2 No Refund for Secondary Services

- The job placement service is offered after visa approval and is considered secondary. If a job offer is not secured, no refund will be issued, as the primary service (visa application assistance) has been completed.
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7. Termination of Agreement

7.1 Termination by SwiftPass Global

- **SwiftPass Global** reserves the right to terminate this agreement if the Client fails to comply with the terms, provides false information, or does not cooperate during the visa application process.

7.2 Termination by the Client

- The Client may terminate this agreement at any time by providing written notice to **SwiftPass Global**. Termination is not permitted once the visa has been approved. If the Client chooses to terminate the agreement before visa approval, any fees already paid will be non-refundable, and no reimbursement will be provided for services rendered up to that point.

7.3 Default in Payment and Visa Cancellation

- If the Client defaults on payment after visa approval:
 - **SwiftPass Global will withhold all essential visa documents** until payment is made.
 - **SwiftPass Global will notify relevant embassies or consulates** to cancel or revoke the Schengen visa due to non-payment.
 - Further services, including job placement, will be immediately terminated.
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8. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Kenya, and any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts in Kenya. Any disputes will first be addressed through negotiation or mediation before legal action is pursued.

9. Entire Agreement

This Agreement represents the complete and entire understanding between the parties regarding the services to be provided by **SwiftPass Global** and supersedes any prior agreements or understandings, whether written or oral.

10. Amendments

Any changes or amendments to this Agreement must be made in writing and signed by both parties.

11. Acknowledgment and Acceptance

By signing below, the parties agree to the terms and conditions set forth in this Agreement.

SWIFTPASS GLOBAL

Authorized Signature:

.....

Name:

.....

Position:

.....

Date:

.....

CLIENT

Client's Full Name:

.....

Phone No:

.....

DOB.....

Email Address:ID

NO.....PASSPORT NO.....

Current Address:

.....

Signature:

.....

Date:

.....

CLIENT'S NEXT OF KIN

Full Names:

.....

Phone No:

.....

DOB.....

Email Address:ID

NO.....PASSPORT NO.....

Relationship to the Applicant:

.....

Current Address:

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