

# SERVICE AGREEMENT No. \_\_\_\_\_

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\_\_\_\_\_.20\_\_\_\_

This Service Agreement (hereinafter referred to as the "Agreement") is made between:

"Elisa Visa Limited", a company duly incorporated under the laws of France, located at PLOUASNE, represented by its Director, Normann LATOUCHE (hereinafter referred to as the "Service Provider"), and

\_\_\_\_\_, hereinafter referred to as the "Customer."

Hereinafter referred to collectively as "Parties" and individually as a "Party."

## 1. SUBJECT OF THE AGREEMENT

1.1. The Service Provider agrees to provide a range of consulting services related to migration (hereinafter referred to as the "Services"), as defined in Clause 1.2, and the Customer agrees to pay for these Services under the terms and conditions of this Agreement.

1.2. The Services include but are not limited to:

- Analyzing the Customer's documents and preparing a list of necessary additional documents;
- Customizing the Customer's specific circumstances to meet the requirements of the selected migration program (hereinafter referred to as the "Program") and preparing and evaluating the Customer's strategy for the Program's execution in the relevant country;
- Preparing documents for submission to the appropriate government authorities;
- Preparing the Customer for interviews with the relevant authorities;
- Offering consultation support during the collection and submission of documents, including assistance with completing forms.

## 2. CUSTOMER'S GUARANTEES AND OBLIGATIONS

2.1. The Customer guarantees:

- Possession of a valid passport and all necessary legal documents;
- Absence of legal restrictions on entering the relevant country;
- No criminal record or search warrant (e.g., Interpol involvement);
- Sufficient financial means to support the migration process.

2.2. The Customer is required to cooperate with the Service Provider, provide accurate and complete documentation, and comply with all the requirements of the Program.

### 3. TERM OF SERVICES

3.1. The Service Provider will begin delivering the Services upon receiving the first payment from the Customer.

3.2. The estimated duration of the Services will depend on the direction chosen by the Customer and the timely provision of required documents.

### 4. PAYMENT TERMS

4.1. The total cost of the Services is \_\_\_\_\_ EUR.

4.2. The Customer agrees to pay in the following installments:

- First installment of \_\_\_\_\_ EUR within 5 business days after signing this Agreement;
- Second installment of \_\_\_\_\_ EUR within 3 months of signing this Agreement, but no later than \_\_\_\_\_.

4.3. Payments are made by bank transfer to the account specified by the Service Provider.

4.4. The Customer's payment obligations are deemed fulfilled when the funds are credited to the Service Provider's account.

4.5. Any additional costs, such as consular fees, taxes, and other governmental charges, are the responsibility of the Customer and are not included in the cost of the Services.

4.6. In case of any currency exchange fees, these shall be borne by the Customer.

### 5. REFUND POLICY

5.1. The Service Provider will refund 50% of the total payment made if, despite compliance with all terms and obligations by the Customer, the migration process is unsuccessful due to reasons outside the Service Provider's control.

5.2. No refund shall be given in cases where the failure of the Program is due to:

- The Customer providing false or incomplete information;
- Failure of the Customer to comply with the requirements of the relevant authorities or Program;
- Actions of third-party organizations or government authorities over which the Service Provider has no control.

### 6. SERVICE PROVIDER'S OBLIGATIONS UNDER FRENCH LAW

6.1. The Service Provider agrees to fulfill all obligations as per French Law, specifically in compliance with the \*Code de la consommation\* regarding fair business practices and consumer protection.

6.2. The Service Provider is bound to ensure the confidentiality of all personal data of the Customer in compliance with \*La Loi Informatique et Libertés\* (Data Protection Act) and the \*GDPR\* (General Data Protection Regulation).

6.3. The Service Provider shall issue clear, accurate, and transparent communications

about the services and the costs involved in compliance with French consumer rights legislation.

## **7. LIMITATION OF LIABILITY**

7.1. The Service Provider shall not be liable for delays or failures caused by factors beyond its reasonable control, including but not limited to government actions, changes in immigration laws, or force majeure events as detailed in Clause 8.

7.2. The Service Provider is not responsible for any refusal by immigration authorities of any application or visa. The decision of the immigration authorities is solely under their jurisdiction and is beyond the control of the Service Provider.

## **8. APPLICATION PROCESS AND REPRESENTATION**

8.1. The Customer's visa application will be signed in the Customer's name, and the Service Provider will guide and assist in preparing all necessary documentation and applications.

8.2. In cases where the immigration system allows, Elisa Visa Limited may represent the Customer by signing on their behalf. However, this will require the Customer to sign a mandatory contract granting the Service Provider legal authority to act on their behalf, as not all immigration systems accept representation.

8.3. Regardless of whether the Customer or the Service Provider signs the application, the Service Provider will handle all aspects of the visa process to ensure the best possible outcome.

## **9. FORCE MAJEURE**

9.1. Neither Party shall be held liable for failure to fulfill its obligations under this Agreement due to circumstances beyond their control (e.g., natural disasters, war, changes in government policy, etc.).

9.2. The affected Party must notify the other Party in writing within 10 days of the occurrence of such force majeure events. Upon the resolution of the event, the affected Party shall resume its obligations under this Agreement.

## **10. TERMINATION OF AGREEMENT**

10.1. This Agreement shall remain in effect until both Parties have fulfilled their obligations.

10.2. The Agreement may be terminated by mutual consent or by either Party in the event of a material breach.

10.3. If the Customer terminates the Agreement for any reason, the payments made are non-refundable, except as provided in Clause 5.

10.4. The Service Provider reserves the right to terminate the Agreement unilaterally if the Customer breaches any terms, including but not limited to ethical misconduct or failure to cooperate.

## 11. FINAL PROVISIONS

11.1. Any amendments to this Agreement shall be made in writing and signed by both Parties.

11.2. This Agreement is governed by the laws of France, and any disputes shall be settled through negotiation, failing which they will be referred to the competent courts of France.

11.3. This Agreement is executed in two counterparts, each having equal legal force, one for each Party.

## 12. CONTACT DETAILS AND SIGNATURES

Service Provider:

Elisa Visa Limited

Address: \_\_\_\_\_

Bank details: \_\_\_\_\_

Customer:

\_\_\_\_\_  
Address: \_\_\_\_\_

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Signatures:

Service Provider: \_\_\_\_\_

Customer: \_\_\_\_\_