

# GOAJO TERMS AND CONDITIONS

1. Goajo Agency may carry out search on your personal information and documents for the purpose of securing your visa and ensuring you have genuine intentions to study/migrate/visit your proposed country. Therefore, applications can be terminated if the information and documents supplied to Goajo Agency are found to be incorrect, false, distorted or misleading.
2. If given the visa to study/visit/migrate to your proposed country, you are obligated to abide with the conditions on your visa.
3. Upon tuition fee payment, the applicant will be issued with an official receipt from the university as evidence of payment
4. Goajo will only issue the CoE to the applicant after the visa has been lodged. Goajo reverses the right to **request cancellation** of the enrollment if the applicant is not willing to lodge the visa through the agent (GOAJO).
5. You are responsible for your feeding and accommodation. Your tuition/accommodation fees are paid directly to the school account by you or with the help of your agent (Goajo) and this is subject to your approval.
6. *Your tuition fees are refundable where there has been a Visa refusal. However, the refund is subject to the terms and conditions of the University Refund Policy. Furthermore, if your refusal was on the grounds of provision of false and misleading information and dubious documents, the University can on its own accord not grant your tuition refund.*
7. Your parents/sponsor have to consent to your educational pursuit abroad and be financially committed.

8. Most schools require part payment of tuition before the issuance of visa.
9. The staff and management of Goajo Agency are not liable for your tuition fee payment.
- 10.** All consultation is free, however, Goajo will charge you a **Non-refundable** processing/service fee at the commencement of your application
11. Goajo Agency may contact your sponsor if the need arises.
  
12. If your first choice of study or country is not available, Goajo Agency can advise on the next available program /country.

## **EXCLUSIVITY**

From the date of this Agreement until the completion or the termination of this Agreement the student will not (and will not permit its respective Affiliates or any of its Affiliates' representatives to) directly or indirectly:

- (a) solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to, or enter into or consummate any transaction relating to all the services provided by GOAJO including but not exclusive to study abroad processes, processing admissions, processing scholarships, visa application processes, or any similar transaction or alternative to the contemplated transactions stated above.
  
- (b) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any person to do or seek any services GOAJO has been contracted to provide. The student shall notify GOAJO immediately if any Person makes any proposal, offer, inquiry or contact with respect to any of the services it provided (whether solicited or unsolicited).
  
- (c) Where the student has made an initial deposit of the tuition fee to any school, the school shall issue what is called Confirmation of Enrollment (COE) which will be used to apply for Visa. The said shall be withheld from the student until the completion of Visa processing.

Where the student wants to discontinue the services being provided by Goajo and change to another agent for any reason, after securing the COE, *Goajo will request the University to cancel the COE and the new agent will be required to start a fresh application process with the University.*

**Consequently, GOAJO shall not be responsible for any casualties that rise from the engagement of subsequent agents.**

## **LIMITATION OF LIABILITY**

GOAJO, in providing Services pursuant to this agreement, shall not be responsible or liable for any acts, errors, omissions, delays, missed connections, accidents, losses, or any indirect or consequential damages resulting therefrom, which may be the result of an action, inaction, default or insolvency of any airline, hotel, car supplier, other third-party goods or service

suppliers except in the case of negligence or misconduct by GOAJO. GOAJO does not give any representation or warranty with respect to any aspect of any such suppliers' services, The client's sole resource shall be with the supplier, and shall be subject to said supplier's own terms and conditions.

In no event and under no circumstances shall GOAJO be liable for any indirect, incidental, consequential or special damages, including, without limitation to loss of revenue or loss of profits, visa refusal, for any reason whatsoever arising under this agreement, whether arising out of breach of warranty, breach of condition, breach of contract, tort, civil liability or otherwise.

In the event that an application is submitted for an applicant and is successful, such successful applicant shall be notified of the successful admission immediately. This however depends on the days each school takes to process the documents provided and send in an outcome.

***Goajo, under no circumstances guarantees the success of an application or Genuine Temporary Entrant (GTE) Assessment. It is at the sole discretion of the school whether to issue or not to issue an offer of admission (conditional or unconditional). In other words, getting an admission from a school is not automatic upon payment of Goajo's service charge.***

***Furthermore, the school's entry requirement can be changed at any time whether before or after an application for admission has been sent to the school. Goajo therefore excludes itself from any liability arising from such change.***

***The turnaround for school admission is usually from 2-6weeks (depending on the school applied to as each school has its modus operandi). While the turnaround for Visa can be got from the website of the Department of Home affairs depending on the country you applied to.***

## **INDEMNIFICATION**

The Client will indemnify, defend and hold harmless GOAJO and its affiliates, and their employees, directors, officers, agents and contractors, against and from losses, claims, proceedings or investigations arising out of or in connection with a breach of this agreement by GOAJO, including, without limitation, attorney fees, amounts paid in settlement of claims, proceedings or investigations, except to the extent that such claim is due to the negligence or willful misconduct of GOAJO.

## **FORCE MAJEURE**

In the event that any party hereto is delayed or hindered in the performance of any act required herein by reason of strike, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be extended for a period equivalent to the period of such delay, up to a maximum of one month. The provisions of this force majeure clause shall not operate to excuse any party from the payment of any fee or other

payment when due.