

## **COURIER DISCLAIMER**

VFS Global also handles return of the passports & supporting documents back to the Applicants, upon receipt of from the same from the Embassy of Finland, Kenya. Passports are returned by either over the counter or by courier to an address noted by the Applicant on the Visa form (wherever the Applicant has opted for Courier return).

Applicants are requested to note that there can be circumstances where in, the Embassy of Finland may in its sole discretion handover the passport & the supporting documents to the Applicants directly.

The Applicant acknowledges and accepts that the courier service, where opted/availed by the Applicant, is operated by an independent third-party and VFS Global does not assume any responsibility or liability for any deficiency in the service on part of the courier company.

Whilst reasonable precaution is taken by VFS Global while handling the passport of Applicants and other important documents submitted in support thereof, VFS Global shall not be responsible for any loss or damage to the Visa documents or any other supporting documents for any reason whatsoever or in any manner howsoever.

Further, VFS Global shall not be responsible in any manner whatsoever to any Applicant/s for any documents lost in transit by accident, theft, natural calamities (act of God) or any other reason, outside the control of, or not arising out of any willful act or default by VFS Global.

In no event shall VFS Global and/or its representatives shall be responsible or liable for any direct, indirect, punitive, incidental, special or consequential loss or damage that is or may be caused to the Applicant due to delay/misplacement/loss/damage of his/her passport and supporting documents. VFS Global expressly disclaims any and all liability for any delay, loss or damage caused to the Applicant in the event that such Visa Applicant's documents are delayed/misplaced/lost/damaged by the courier company, whether such delay/misplacement/loss/damage results from negligence, accident or any other cause whatsoever.

It is understood that courier services are arranged only on the request of the Applicant/s and VFS Global assumes no obligation for the same. Applicants remedy, if any will be only against the courier company and the Applicant/s consents to the same.

Without prejudice to the aforesaid, VFS and/or its representative's sole and exclusive liability and the applicant's sole remedy shall be restricted to what the courier company pays to VFS if any of the above events occur. The Applicant confirms and agrees that this constitutes a genuine pre-estimate of damages suffered by him/her.

The Applicant agrees that the foregoing limitation of liability is an agreed allocation of risk between the parties and this limitation of liability is and shall be an integral part of this disclaimer.

It is expressly understood that when the Applicant or representative of the Applicant opts for courier services, the Applicant has read, understood and accepted the terms and conditions and details as mentioned herein.