



Millennia Immigration Consultancy

Eaton Place 2nd floor

United Nations Crescent

Gigiri, Nairobi

00621

+254708603007

[immigrationassistance254@gmail.com](mailto:immigrationassistance254@gmail.com)

## Millennia Immigration Consultancy – Terms & Conditions

 **Effective Date:** 27/07/2025

 **Business Registration No.:** PVT-3QU7M38Z

 **Office Location:** Eaton Place, 2nd Floor, United Nations Crescent, Gigiri, Nairobi, 00621

Client Acknowledgement

**Please read and understand the following terms and conditions before making any payment to Millennia Immigration Consultancy. By making a deposit or full payment, you agree to be bound by the terms outlined below.**

### 1. Payment Terms

- A **70% deposit** is required upfront to initiate services, documentation, and case handling.
- The **remaining 30% balance** is due **once a visa appointment is successfully scheduled** at the respective embassy or visa application center.
- Some services (e.g., eVisa, passport applications) may require **100% payment upfront**.
- Payments must be made through verified channels: **bank transfer, M-Pesa**, or via an official **Pesapal card payment link**.

## 2. Visa Outcome Disclaimer

- Millennia Immigration Consultancy is an **independent immigration support agency** and is **not affiliated with any government or embassy**.
- While we offer expert support, we **do not influence or guarantee the outcome** of any visa application.
- Final visa decisions are made solely at the **discretion of the respective embassy or consulate**.

## 3. Refund & Cancellation Policy

- The **70% deposit is non-refundable and non-transferable** once service has begun. This covers consultation, documentation, advisory, and administrative tasks.
- If full payment is made and the client chooses to cancel, **only 50% of the total amount** will be refunded.
- If **Millennia Immigration Consultancy is unable to deliver or initiate the service entirely** due to internal issues, the client will receive a **full refund**.
- For partially completed services, Millennia may offer a **partial refund** or a **credit toward a future service**, at its discretion.
- Clients also have the option to apply the amount paid toward a different service of **equivalent value** in the future.

## 4. Service Timelines

- Estimated timelines are provided based on general embassy or authority guidance.
- Delays caused by third parties (e.g., embassies, courier services, public holidays, political unrest) are **beyond Millennia's control**.

## 5. Client Responsibilities

- Clients must provide **honest, complete, and timely documentation**.
- Millennia is not responsible for delays or denials caused by **inaccurate, fraudulent, or incomplete information** provided by the client.
- Timely responses to document and communication requests are required to avoid processing delays.

## 6. Confidentiality

- All personal and application-related information is handled with **strict confidentiality**.
- No data will be shared with third parties without the client's written consent, unless legally required.

## **7. Dispute Resolution**

- Any disputes will first be addressed through **amicable negotiation** and good-faith dialogue.
- If unresolved, disputes will be handled in accordance with the **laws of the Republic of Kenya**.

## **8. Dynamic Immigration Requirements**

The Client acknowledges that immigration policies, procedures, requirements, fees, and document checklists are determined solely by government authorities and are subject to change at any time, without prior notice. Any information provided by Millennia Visa Specialists is based on publicly available guidelines and past professional experience at the time of consultation. The Company does not control, influence, or guarantee the decisions, requests, or actions of immigration departments, embassies, or any government agency.

## **9. Additional Requests or Steps**

During the processing of an application, government authorities may request additional documents, clarifications, interviews, verifications, fines, or extra steps that were not previously required or foreseeable. Such changes may result in additional time, effort, or cost. Where such requests arise, the Company will notify the Client and provide guidance accordingly.

## **10. Client Duty to Cooperate**

The Client agrees to cooperate fully by providing any additional documents, information, or payments required by the immigration authority. Failure or refusal to comply with updated requirements may delay the process or negatively affect the outcome of the application. The Company shall not be held responsible for any delays or refusals resulting from the Client's lack of cooperation.

## **11. Consultant's Role as an Intermediary**

The Company acts solely as an agent and intermediary. It does not make immigration decisions and cannot alter or bypass government rules. As long as the Company has communicated and demonstrated that an additional requirement is mandated by the relevant authority, the Client agrees that the responsibility to comply rests with them.

## **12. Notification and Communication**

The Company undertakes to notify the Client of any additional requirements as soon as

reasonably possible. The Client acknowledges that withholding such information could jeopardize the outcome of the application, and therefore consents to timely updates and instructions provided by the Company throughout the process.

### **13. No Liability for Government Decisions**

The Company shall not be liable for any changes introduced by government authorities, including but not limited to new requirements, additional fees, fines, system upgrades, or procedural alterations made after the initial consultation.

## **Client Portals, Login Credentials & Access to Information**

### **14. Client Right to Access Their Information**

In accordance with the Constitution of Kenya and the Data Protection Act, 2019, every Client has the right to access information relating to their immigration process, including documents submitted, application status, and official communication from government authorities.

### **15. Creation of Accounts & Ownership of Login Credentials**

For certain immigration services, the Company may create online accounts or submit applications through existing consultant portals (including, but not limited to, embassy appointment portals, EFNS/Immigration e-services, or third-party application platforms).

Where an application is made using a client-specific account, the login details belong to the Client.

Where an application is submitted via a consultant-managed portal, the login details belong to the Company.

### **16. Sharing of Login Credentials Upon Client Request**

The Company is open to sharing login details with the Client where the account contains only that Client's information.

However, where the portal also contains records, documents, or applications of other clients, the Company shall not share the login credentials in order to protect the privacy and confidentiality of third parties, in compliance with the Data Protection Act.

### **17. Client Option to Create Their Own Account**

If the Client wishes to have full and direct access to their application at all times, they may

choose to:

Create their own online portal/account, and

Provide the login credentials to the Company solely for the purpose of preparing, submitting, and managing the application.

This option ensures that the Client retains full control and exclusive access to their information.

### **18. Consultant Access on Behalf of the Client**

Where the Client authorizes the Company to access their personal account for purposes of completing or monitoring an application, the Company will do so responsibly and only for the intended immigration service.

### **19. No Liability for System or Portal Limitations**

The Company shall not be responsible for system downtimes, security changes, portal restrictions, or technical issues on government or embassy-operated platforms that may affect login access or application visibility.

## **Data Accuracy, Corrections, and Legal Restrictions on Government Documents**

### **20. Responsibility for Reviewing Information Prior to Submission**

The Company prepares immigration applications strictly based on the information provided by the Client. Before submission, the Client will be requested to review and confirm the accuracy of key personal information (such as names, passport numbers, dates of birth, and identification details). The Client agrees to verify this information promptly when requested.

### **21. Errors Identified After Submission**

If any error—whether made by the Client or the Company—is identified after the application has been submitted, the Client acknowledges that the ability to amend, correct, or resubmit the information is entirely dependent on the rules and technical limitations of the relevant government platform.

Some systems and portals used by immigration authorities do not permit:

Corrections,

Edits,

Duplicate applications, or

Replacements

once a document or approval has been issued.

## **22. Legal Prohibition on Altering Government-Issued Documents**

The Client acknowledges that once a government-issued document (including approvals, letters, clearances, permits, or receipts) has been generated, the Company cannot and will not alter, edit, recreate, or manipulate that document in any way.

Any alteration of a government-issued document may constitute an offence under Kenyan law, including but not limited to:

The Penal Code (Cap. 63) – offences relating to forgery, falsification of documents, and uttering false documents;

The Kenya Citizenship and Immigration Act, 2011 – offences relating to false statements, fraudulent documents, and misrepresentation in immigration processes;

The Anti-Corruption and Economic Crimes Act – offences relating to falsification or manipulation of official documents.

The Company is legally bound to comply with these statutes and will not engage in any action that may be interpreted as falsification or document tampering.

## **23. Handling of Errors Made by the Company**

If the Company discovers that it made an error during the preparation or submission of an application, the Company will:

Notify the Client immediately,

Advise on whether the error is legally correctable,

Provide options available under the government system,

Assist in seeking correction or clarification where permitted.

However, the Company shall not be held liable where correction is not possible due to system restrictions, government policy, or legal prohibitions.

## **24. Prohibition Against Pressuring the Company Into Illegal Conduct**

The Client agrees not to request, pressure, or coerce the Company into altering government records, manipulating online submissions, or modifying issued documents.

Any such request would require the Company to commit an offence under the laws cited above, and will be declined.

## **25. Limitation of Liability**

The Company will take reasonable care when preparing applications. However, the Company shall not be responsible for:

Inability to correct a submitted application,

System-generated errors that cannot be reversed,

Government refusal to amend issued documents,

Any delays or consequences resulting from unchangeable system limitations.

## **26. Legalization, Embassy/Ministry Visits, and Courier Responsibilities**

### **a). Scope of Service**

The Company provides document legalization and apostille services on behalf of the Client, including visits to embassies, the Ministry of Foreign Affairs, and other authorized government offices in Kenya.

### **b). Courier and Shipping of Documents to the Company**

Clients who are outside Kenya may send documents to the Company via a courier service (e.g., DHL, FedEx, or any other service).

The Client is solely responsible for ensuring that documents are sent securely and insured, and that a tracking number is provided to the Company before the documents are dispatched.

The Company shall not be liable for any loss, theft, damage, or delay caused while the documents are in transit from the Client to the Company.

### **c). Receipt and Handling of Documents**

Upon arrival in Nairobi, the Company will confirm receipt of the documents and take responsibility for the safe custody of the documents while in the Company's possession.

The Company will take all reasonable care to secure and manage documents while handling them for the purpose of legalization or embassy/ministry visits.

### **d). Return of Documents to the Client**

After the completion of services, documents will be returned to the Client via a courier chosen by either the Company or Client.

Once the documents leave the Company's possession, all responsibility for the security, loss, theft, damage, or delay in transit rests with the courier and the Client.

The Company will provide tracking information when available but shall not be liable for courier-related issues after dispatch.

### **e). Courier Fees and Associated Costs**

All courier, shipping, or delivery fees (including insurance, customs charges, or duties, if any) are the responsibility of the Client unless otherwise agreed in writing.

Any additional costs incurred for urgent processing, multiple visits, or extra handling will be communicated to the Client and charged accordingly.

#### **f). Client Cooperation and Documentation**

The Client must provide accurate information, complete documents, and any forms required by the embassies or Ministry of Foreign Affairs.

Failure to provide accurate or complete documents may delay processing and the Company shall not be held liable for delays or rejections caused by incomplete or incorrect submissions.

#### **g). Limitation of Liability**

The Company acts as an agent and intermediary for legalization services and does not guarantee the decisions, actions, or timelines of any embassy, government office, or courier service.

The Company's liability is strictly limited to reasonable care in handling documents while in its possession.

### **27. Direct Client Communication and Payment**

#### **a). Identification of the Client**

The Client is defined as the individual who engages Millennia Visa Specialists for services, provides payment, and whose immigration matter or application is being handled.

#### **b). Direct Communication**

All communication regarding the immigration process, documents, application updates, and official advice will be conducted directly with the Client.

Third parties, including family members, friends, or partners, may provide initial introductions or contact, but Millennia Visa Specialists will only discuss the case with the Client unless explicit written authorization is given by the Client.

#### **c). Payment and Responsibility**

Payment for services must be made by the Client.

Any third party who attempts to pay on behalf of the Client does so with the Client's authorization.

The Client remains solely responsible for confirming the scope of services, accuracy of information, and any decisions made regarding the application, regardless of third-party involvement.

#### **d). Third-Party Interference**

Millennia Visa Specialists reserves the right to decline or ignore instructions, advice, or interference from any third party who is not the Client.

This includes partners, spouses, family members, or friends who are not officially authorized.

All legal, ethical, and professional responsibilities are owed solely to the Client, not to any third party.

## **28. Remote Clients, Data Security, and Responsibilities**

### **1. Scope of Service for Remote Clients**

Millennia Visa Specialists provides immigration and legalization services to clients who are located outside Kenya or unable to attend in person (“Remote Clients”). All services, including application submissions, document legalization, portal management, and consultations, are available remotely.

### **2. Communication Protocols**

All communications will be conducted directly with the Client via email, phone, WhatsApp, or other agreed channels.

Third parties (family, friends, or partners) may facilitate introductions but all official communication and instructions will be with the Client only, unless explicit written authorization is provided.

### **3. Courier and Document Handling**

Remote Clients are responsible for sending documents to Millennia Visa Specialists using a secure courier service and providing the tracking number.

The Company assumes responsibility for documents only while they are in its possession.

Once documents are dispatched back to the Client via courier, responsibility for safety, loss, theft, or damage rests with the courier and the Client.

All courier fees, insurance, and associated costs are the responsibility of the Client.

### **4. Data Security and Confidentiality**

The Client's personal data, identification documents, and application information are handled securely and in compliance with the Data Protection Act, 2019.

Remote Clients can be assured that their data is protected while in the Company's custody and will not be shared with unauthorized third parties.

## **5. Client Responsibilities**

Provide accurate information and complete documents.

Track shipments and inform the Company of any courier issues immediately.

Cooperate promptly with additional requests from authorities or the Company during the application or legalization process.

## **6. Limitations and Liability**

Millennia Visa Specialists acts as an intermediary and cannot control government processing times, portal limitations, or courier performance.

The Company's liability is strictly limited to reasonable care in handling documents while in possession.

## **7. Benefits of Remote Service**

Remote Clients receive full-service handling without needing to travel to Kenya.

They have direct, professional support from Millennia Visa Specialists, ensuring secure, accurate, and efficient processing of applications.

Prepared by:

Wambui Mumbi

*Elizabeth Wambui Mumbi*

Director & Owner,

Millennia Immigration Consultancy