



Roman and Associates IMMIGRATION SERVICES

Retainer Agreement

RCIC Membership Number: R524540

File Number: _____

Between Client(s)/Designate

Name:

Address:

Phone:

Email:

AND

Mr. Israel Roman

Regulated Canadian Immigration Consultant (RCIC)

3654 Monterey Drive, Nanaimo BC, V9T6R9

Phone: 1-800-396-0383

Email: israel.roman@RomanCanadianImmigration.ca

1.0 RCIC Responsibilities and Commitment

1.1 The Client(s) asked the RCIC, and the RCIC has agreed, to act for the Client(s) in the matter of coordination and preparation of a **Study Permit application**:

1.2 In consideration of the fees paid and the matter stated above, the RCIC agrees to do the following:

- 1.2.1 Assist client in her enrollment and school registration process with her/his school of choice and act as a liason
- 1.2.2 Coordinate the process and progress in the preparation and submission of the study permit application
- 1.2.3 Instruct Client on documents, forms and online instructions required and review these, discuss details and particulars that must be met, including options and alternatives
- 1.2.4 Prepare Study Permit application forms and cross-reference information with documents submitted
- 1.2.5 Review and submit Study Permit application for completeness and accuracy

- 1.2.6 Keep client informed on application status, processing time and communication received from Immigration, Refugee and Citizenship Canada (IRCC)
- 1.2.7 Review and brief Client in all aspects of application and instruct on how to support and defend application if requested to attend interview
- 1.2.8 Advise Client on how to proceed with an additional requirement requested

2.0 Client(s)/Employer Responsibilities and Commitment

- 2.1 Provide all related accurate and honest information
- 2.2 Provide all necessary documentation
- 2.3 Provide all documentation in English or French, or with an English or French translation
- 2.4 Follow the RCIC's instructions at all times
- 2.5 Notify the RCIC immediately in the event Citizenship and Immigration Canada (CIC) should contact the Client directly
- 2.6 Notify the RCIC immediately of any change in personal circumstances that applies to the application that may adversely affect the application.
- 2.7 Prepare the government processing fees for the **Study Permit application** of **\$150.00**
- 2.8 The member's obligations under the Retainer Agreement are null and void if the Client knowingly provide(s) any inaccurate, misleading or false material information. The Client's financial obligations remain.
- 2.9 The RCIC is not accountable for the enrollment between the Client and his/her prospective Educational Institution, financial ability and study plan/career and does not express guarantee in obtaining Canadian permanent residency in the future.

3.0 Billing Method and Payment Schedule

- 3.1 The Client(s) will be billed by flat fee with payment by milestones.
- 3.2 The details of this billing method are as follows:
 - 3.2.1 The sum of **CAD\$ 500** is payable upon signing this Agreement. Candidate is provided information about educational Guidance and forecasting.
 - 3.2.2 The sum of **CAD\$ 500** non-refundable fee plus applicable Government Fees is payable upon client's submission of initial documents for review by the consultant;
 - 3.2.3 The sum of **CAD\$ 500** non-refundable fee is payable upon submission of the application for a Study Permit/Visa at the relevant visa office;

Payment Terms and Conditions

| Description | Amount |
|---|----------------|
| RCIC Professional and Referral Fees: | \$1,500 |
| Other [e.g., disbursements, <i>courier fees, photocopies</i> , etc.]: | \$0.00 |
| Applicable Taxes [include registered tax numbers]: | \$0.00 |
| Total Cost: | \$1,500 |

4.0 Additional Permanent Residence Services Required by the Client

- 4.1 If the CLIENT's application for Permanent Residence requires additional steps at any applicable provincial immigration office, CAD \$1,000 additional fees will be applied.
- 4.2 If the CLIENT's civil status changes during the scope of the services, additional fees of USD\$1,000 will be applied to add or remove a spouse or partner from the file, and CAD \$500 to add a new dependent child.
- 4.3 If the CLIENT chooses to change the permanent immigration stream (after an application is already submitted to relevant immigration authorities) for any reason including but not limited to change in immigration program, change in eligibility, change in employment, or change in immigration status in Canada, additional fees of CAD \$1,000 or any other amount agreed upon by the CONSULTANT and the CLIENT will be required to reapply to a different permanent immigration stream.
- 4.4 All fees mentioned above do not include the fees required by the school (e.g. tuition fees, any program fee deposits, miscellaneous fees etc.), and associated with requests by the IRCC (e.g. The Receiver General of Canada, medical examination fees, police certificate fees, translation fees, notarization fees, etc).
- 4.5 All payments may be done by one of the following method: bank transfer, credit card, bank draft or personal cheque. The CLIENT will find below all the information to make the payments:

| Bank transfer | Bank Draft/Money order | Credit card |
|---|---|---|
| Roman and Associates Immigration Services Ltd. Royal Bank of Canada Account Number 003-3180-019090 | Payable to: Roman and Associates Immigration Services Ltd. Send to: Roman and Associates Immigration Services Ltd. 3654 Monterey Drive Nanaimo BC V9T6R9 | By completing a confidential credit card payment authorization form. |

5.0 Government Fees

- 5.1 Government Fees (for the CLIENT, not including family members) are as follows,

as applicable:

Temporary Study Permit (TSP) Application: CAD \$150.00
CAQ (if applying in Quebec): \$110.00
Application for Permanent Residence: \$550.00
Right of Permanent Residence Fee: \$490.00

- 5.2 Government Fees must be paid online using a credit card or at a financial institution, as designated by IRCC.
- 5.3 Government Fees are payable at the time of filing the application, and, once submitted, non-refundable.
- 5.4 Government Fees are subject to change.

6.0 Billing

- 6.1 Accounts are payable on the date the invoice is issued and if the account remains outstanding after thirty (30) days, interest shall be charged on the outstanding balance at the rate of 1.5% per month (18% per annum).

7.0 Refund Policy

- 7.1 The Client(s) agree that the fees are non refundable for the retainer and services indicated above: upon submission of study permit application as services are rendered and complete, withdrawal of Client for any reason while the RCIC is still committed to the agreement, performance at interview, not meeting eligibility, change in immigration policy or regulation that disqualifies Client from current immigration program, knowingly provide falsified or inaccurate document, misleading or inaccurate information, Client did not follow RCIC's advise, withdrawal from agreement for any reasons are not grounds for refund.
- 7.2 The Client(s) acknowledge that the decision making process, granting of a Study Permit and the processing time required for processing this application is at the sole discretion of the government and not the RCIC.
- 7.3 The Client(s) understand(s) that they must be accurate and honest in the information they provide(s) and that any inaccuracies may void this Agreement, or seriously affect the outcome of the application or the retention of any status they may obtain.

8.0 Dispute Resolution

- 8.1 Please be advised that Lalaine Austero is a member in good standing of the Immigration Consultants of Canada Regulatory Council (ICCRC), and as such, is bound by its By-laws, Code of Professional Ethics, and associated Regulations.
- 8.2 In the event of a dispute, the Client(s) and RCIC are to make every effort to resolve the matter between the two parties. In the event a resolution cannot be reached, the Client(s) are to present the complaint in writing to the RCIC and allow the RCIC 30 days to respond to the Client(s). In the event the dispute is still unresolved, the Client(s) may follow the complaint and discipline procedure outlined by ICCRC on their website: <http://www.iccrc-crcic.ca/public/complaintsDiscipline.cfm> *NOTE: All complaint forms must be signed.*

ICCRC Contact Information:

Immigration Consultants of Canada Regulatory Council (ICCRC)
5500 North Service Rd., Suite 1002
Burlington, ON, L7L 6W6
Toll free: 1-877-836-7543

9.0 Confidentiality

9.1 All information and documentation reviewed by the RCIC, required by CIC and all other governing bodies, and used for the preparation of the application will not be divulged to any third party, other than agents and employees, without prior consent, except as demanded by law. The RCIC, and all agents and employees of the RCIC, are also bound by the confidentiality requirements of Article 8.1 and 8.5 of the Code of Professional Ethics.

9.2 The Client(s) agrees to the use of electronic communication and storage of confidential information. The RCIC will use his/her best efforts to maintain a high degree of security for electronic communication and information storage.

10.0 Force Majeure

10.1 The RCIC's failure to perform any term of this Retainer Agreement, as a result of conditions beyond his/her control such as, but not limited to, governmental restrictions or subsequent legislation, change in immigration policy and regulations, war, strikes, or acts of God, shall not be deemed a breach of this Agreement.

11.0 Change Policy

11.1 The Client(s) acknowledge that if the RCIC is asked to act on the Client(s) behalf on matters other than those outlined above in this Agreement, or because of a material change in the Client(s) circumstances, or because of material facts not disclosed at the outset of the application, or because of a change in government legislation regarding the processing of immigration-related applications, the Agreement can be modified accordingly upon mutual agreement.

11.2 In the event of a joint retainer agreement, pursuant to Article 13 of the Code of Professional Ethics, the Client(s) understand that no information received in connection with the matter from one Client can be treated as confidential so far as any of the other Clients are concerned (Article 13.1.1) and that if a conflict develops that cannot be resolved, the RCIC cannot continue to act for both or all of the Clients and may have to withdraw completely (Article 13.1.2).

12.0 Termination

12.1 This Agreement is considered terminated upon completion of tasks identified under RCIC Responsibilities and Commitments of this agreement.

12.2 This Agreement is considered terminated if material changes occur to the Client(s) application or eligibility, which make it impossible to proceed with services detailed in the RCIC Responsibilities and Commitments section of this Agreement.

12.3 This Agreement may be terminated, upon writing, by the Client(s), at which time any outstanding fees or disbursements will be refunded by the RCIC to the Client(s) / any outstanding fees or disbursements will be remitted by the Client(s) to the RCIC.

12.4 This Agreement may be terminated if Client communicates directly with IRCC or through other counsel, without the Immigration RCIC's knowledge.

12.5 Pursuant to Article 14 of the Code of Professional Ethics, this Agreement may be terminated, upon writing, by the RCIC, provided withdrawal does not cause prejudice to the Client(s).

12.6 This Agreement is subject to the laws in effect in the Province/Territory of British Columbia, Canada.

13.0 Modification of Agreement

13.1 Any modification to this Agreement must be in writing, signed by the Parties or it shall have no effect and shall be void.

14.0 Validation

14.1 The Client(s) acknowledge that they have read this Agreement, understand it, have obtained such independent legal advice as they deem appropriate, have sought translation and agree to be bound by its terms.

Client's Name (Print Name)

RCIC Name (Print Name)

Client's Signature

RCIC Signature

Date [day/month/year]

Date (day/month/year)

