



Service Agreement

This Retainer Agreement is made this _____ day of _____, between The VisaHub of Jamaica Limited (the "VisaHub") and _____ (the "Client").

The retainer is used to apply to _____ in Canada as a _____ on the client's behalf. The Client is obliged to pay professional service fees in Canadian currency of _____ (amount) and _____ in government fees as outlined in Schedule A. This Agreement shall be governed by Jamaica's common laws.

The client hereby instructs the VisaHub of Jamaica Limited to act on the client's behalf, in whatever manner VisaHub deems expedient. It also instructs VisaHub to employ whatever assistance and expend such disbursements as VisaHub deems necessary and reasonable. This is in connection with the services offered.

It is understood and agreed that should the Client fail or refuse to honour, for whatever reason, any term of this agreement, the Client shall immediately assume responsibility for the handling of the client's legal affairs and VisaHub is hereby relieved of any obligation to begin or continue work on the Client's behalf.

The client understands that no work will be done on my behalf and no disbursements will be incurred until the initial payment is deposited into the company's account. In addition, a retainer agreement executed. I/We understand that any retainer provided will be deposited in an account in the company's name.

The Client hereby acknowledges receiving a copy of this retainer agreement and the attached Schedule "A". These documents form part of this agreement.

This service agreement constitutes the whole agreement between us and is governed by Jamaican laws. **THIS AGREEMENT MAY NOT BE AMENDED IN WHOLE OR IN PART, NOR MAY ANY PAYMENT OR FEE BE WAIVED NOR DELAYED. THIS IS UNLESS IT IS AUTHORIZED IN WRITING BY A COMPANY DIRECTOR.**

1. Disclosure of Facts: The Client acknowledges that they have and will accurately and fully disclose to the VisaHub all the facts relating to the Client and the Client dependents and/or sponsor, that may be material to the Client case including any and all pending charges or past convictions whether or not pardoned or excused; any past or pending immigration application in Canada, USA or the UK including all immigration applications, or denials of entry; any studies or employment in Canada which were not specifically authorized; any changes in marital status or medical condition; and any misrepresentation made to any immigration or governmental agency. The Client agrees to be truthful in all aspects of their dealings with The VisaHub.

2. Responsibilities and Commitments: The Client asked VisaHub, and the VisaHub agreed, to act for the Client in the matter of obtaining _____ (service) to Canada. In consideration of the fees paid and the matter stated above, VisaHub agrees to do the following:

- Provide _____ advice based on the client's request.
- Complete and ensure that all forms and required documents are completed based on the client's immigration request and Immigration, Refugees and Citizenship Canada (IRCC) regulations in effect.
- Answer the Client's request promptly.
- Provide the Client with a checklist of information and documents required in support of their study permit application.
- Submit the Client application to IRCC on time.
- Keep the client updated on any progress on the Client case and respond to all reasonable requests.
- Handle all correspondence with IRCC on the client's behalf.
- Act in the best interest of the Client within the limits of the law.

The Client must provide, upon request from VisaHub:

- All necessary documentation
- All documentation in English, or with an English translation
- The Client understands that he/she must be accurate and honest in the information he/she provides. Any inaccuracies may void this Agreement, or seriously affect the outcome of the application or the retention of any status the Client may obtain.

The VisaHub obligations under the Retainer Agreement are null and void if the Client knowingly provides inaccurate, misleading, or false material information. The Client's financial obligations remain.

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3. Delegation: The Client understands that any part of the Client case may be handled by any consultant or another employee of the company under the direct supervision of the lead consultant. No specific consultant or employee shall be required to deliver such services unless specified in writing herein. In the event that such an individual is no longer with the company, another consultant with similar experience will be assigned to handle my affairs.

4. Communications with Immigration Officials: The Client further agrees that, under no circumstances, during the course of VisaHub representation, The Client is to contact the immigration authorities except in consultation with the VisaHub. The Client agrees that any and all inquiries regarding The Client case, shall be directed through the VisaHub office. The Client further undertakes to immediately forward to the company any correspondence received directly from the immigration authorities.

The Client further understands that VisaHub may disclose information about The Client as VisaHub, at its discretion, considers necessary to advance the interests of the Client case. Subject to any legal requirement to disclose information, all communications will be kept confidential. The Client acknowledges and agrees that VisaHub may disclose information regarding the Application to their associates and/or staff as may deem necessary. VisaHub and/or staff will be bound by the same confidentiality duties. The Client understands that The VisaHub will not, on any occasion, be required to provide false, misleading or incomplete information to immigration authorities regarding my case.

5. Interpretation and Translation Services: The Client acknowledges that VisaHub is not responsible for communicating with the Client in any language other than English. If the Client is unable to communicate in English, the Client shall supply its own interpreter proficient in its language, and at its own expense, to attend meetings to interpret for the Client and to read and translate for the Client any documents in any language to its language of comprehension. Any documents that are not in English that are required by VisaHub to complete the services herein shall be translated at the Client's own expense.

6. Applications outside Jamaica: The Client acknowledges that if the services covered by this agreement call for an application to be processed outside of Jamaica, the Client may be required to attend an interview at that processing center with my spouse and/or children. The Client understands that it is the Client's responsibility to possess a valid passport and all required visas to attend such interview. In addition, applying for or obtaining such documents is not the responsibility of VisaHub unless specifically mentioned herein.

7. No Guaranteed Outcome: The Client acknowledges that while an opinion may have been provided to the Client as to the strength of the Client case, at no time has any individual in the employ of VisaHub guaranteed the success of any application undertaken on the Client behalf and thereby, no fees will be refunded unless agreed upon with the responsible consultant where circumstances warrant.

8. Early Termination by Client: In the event that the Client terminates this agreement for any reason other than the breach of this agreement by VisaHub, the Client shall pay a fee in accordance with the following schedule:

- Any time after file opening, minimum payment of \$220, full payment of services;
- Before submission, the government fee will be reimbursed.

9. Early Termination by the Company: In the event that VisaHub terminates this agreement for any reason other than its breach of this agreement, fees performed at the time of such termination shall be billed and payable on a quantum meruit basis. I further understand that payment shall be due immediately upon termination. If a client fails to submit all requested documents within 90 days after the company makes a request, a file closure fee of \$50 shall be applied to the client's account.

10. File Retention: The Client shall not call upon the return of any visa, permit, original document, or copy thereof while any monies are owed to the VisaHub under the terms of this retainer or any other retainer agreement the Client may sign with the VisaHub. The Client agrees to collect its file within 60 days of the completion of the services contemplated by this agreement or by any early termination of it. Any documents not collected by the Client may be stored by the Company at an offsite location maintained by a third-party storage facility. They shall be destroyed in accordance with the Company's retention policy. If the Client subsequently requires any document from the Client file it shall pay, in advance, the estimated cost of retrieval and the estimated cost of storage.

11. Fee Quote: The Client acknowledges that the fees agreed are based on the facts presented to the company at the time of entering into this agreement. Such agreement shall become null and void, at the option of the VisaHub if the Client fails to disclose to the VisaHub any fact required to disclose. This may complicate its case or become more complicated for any reason other than VisaHub's fault.



12. Government Fees and Disbursements: Government processing fees and third-party fees are not included in professional service fee amounts.

13. Government Consumption Tax (GCT): The Client hereby agrees to pay the GCT applicable to any fees for services rendered and/or disbursements incurred. The Client further acknowledges that if services are rendered on the Client's behalf while the Client is in Jamaica, the GCT shall immediately attach to all services covered by this agreement.

14. Billing Method: The Client will pay online a flat professional fee and administrative fee (e.g., copies, long-distance telephone calls, mailing fees, etc.) upon paying online and agreeing to the Retainer Agreement. Federal application and processing fees (where applicable) and third-party fees will be billed separately.

15. Payment Terms and Conditions: Professional Fees, Administrative Fees, third-party fees and The Federal Government fee will be paid in full. VisaHub will pay Federal Application Fees when the application is submitted to IRCC.

16. Interim and Final Accounts: The Client acknowledges that VisaHub may issue interim accounts for work performed. Payment for all accounts is due upon receipt. Non-payment of any account for thirty (30) days shall constitute a breach of this agreement. Interest will be charged in accordance with the Solicitors Act on overdue accounts. If the Client wishes to dispute any portion of an account, the Client agrees to pay the account in full. The Client will have the account assessed by an assessment officer authorized by law to assess such accounts

17. Refund Policy: The Client acknowledges and agrees that in the event that its application is refused or unsuccessful due to criminal or medical inadmissibility or false documentation, the company shall not be held accountable and shall not be required to refund any part of any fee already paid. However, should the application be refused due to an error in the assessment of the Client's application or due to a negligent action by any individual in the employ of the company all fees paid by the Client to VisaHub will be refunded. Furthermore, in the event of a refund, the Client acknowledges and agrees that the money will be issued by VisaHub to the payor of those funds.

18. Governing Law: The Client agrees that this Agreement is governed by and construed according to Jamaican laws.

Please be advised that The VisaHub of Jamaica Limited is a corporation in good standing with the Companies Office of Jamaica. As such, it is eligible to operate in Jamaica and is bound by its By-laws.

Client Information:

Name: _____
Address: _____
Date of Birth: _____ Telephone number: _____ E-mail: _____

Company Information:

VisaHub of Jamaica Limited
Registered Office: Floor 9, PanJam Bldg. 60 Knutsford Road, Kingston 5
Phone: (876) 861 3054 E-mail: admin@visahubja.com

The Client agrees by signing its name, below:

Client Signature

Company Signature