

This agreement will be activated upon consent via email or by signature or by digitally selecting 'I agree' on this Agreement created by LaFav Travels Immigration Services Inc.

SERVICE AGREEMENT

1. Authorization

This Service Agreement ("Agreement") is made this ____ day of _____, 202__, between
Regulated Canadian Immigration Consultant (RCIC) Kelechi Daniel of LaFav Travels Immigration Services Inc.

(the "RCIC"), Membership Number R1034411 and Client

_____ [insert Client name] (the "Client"), for the purpose of _____

Delivery of Immigration / Citizenship Related Services

This Agreement shall be governed by the laws in effect in the Province/Territory of Ontario, and the federal laws of Canada applicable therein.

Please be advised that Kelechi Daniel, bearing the License number **R1034411** is a member in good standing of the College of Immigration and Citizenship Consultants (CICC), and as such, is bound by its By-law, Code of Professional Ethics, and Regulations.

2. Pre-Conditions of this Agreement:

- a. This Agreement is subject to:
 - i. The facts provided to date by the Client being accurate, and
 - ii. The Client passes the necessary medical, criminal and security checks.

- b. Should new facts arise that raise an admissibility issue or otherwise substantially impact the Application and work required, the Licensee may terminate this Agreement and renegotiate a new Agreement with the Client.

- c. Changes to immigration law, policy and procedure can be made any time without notice, making the Application impossible or substantially more complex. Such changes are beyond the control of the Licensee. Should unanticipated government actions substantially impact the Application, the Licensee may terminate this Agreement and may renegotiate a new agreement.

- e. Based upon your situation, the Licensee may need expert opinion from any of the licensed Immigration professionals as mentioned in section 91(2) Immigration and Refugee Protection Act (S.C. 2001, c. 27) to serve you as best as possible. The licensee will protect your privacy by not sharing your identity unless authorized by the client.



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- f. The average estimated time frame for this Application can be found on the official Canadian Immigration website. Many factors can impact processing time that are outside the control of the Licensee, which can make the time longer or shorter. The Licensee will keep the Client informed of the status of the file.
- f. The processing time(s) given for the Application are estimates based on historical data and present trends. If the visa post or any other concerned authorities revise these times, the Licensee or **LaFav Travels Immigration Services Inc.** will not be held responsible for such changes that create delays.
- g. Any original documents provided by the Client to the Licensee will be returned to the Client as soon as the purpose for which the Licensee took possession of the documents has been achieved.

3. Client's Instructions:

[Insert Visa Type Here]

The Licensee is hopeful that the Client qualifies to apply for a _____ .
The Client has consequently instructed the Licensee to proceed.

4. Client's Declaration:

- a. The Client asked the Licensee and the Licensee agreed to act for the Client in the matter of a Visitor Visa application.
- b. As such, the Client affirms that:
 - i. Neither I nor any person included in my Application have presented or will present at any future date, false or misleading information to any of the Licensee, **LaFav Travels Immigration Services Inc.**, the Government of Canada, or any other government body in Canada.
 - ii. Neither I nor any person included in my Application have presented or will present at any future date fraudulently obtained or forged documents to any of the Licensee, **LaFav Travels Immigration Services Inc.**, the Government of Canada, or any other government body in Canada.
 - iii. I agree to immediately advise the Licensee, **LaFav Travels Immigration Services Inc.**, the Agent (if applicable), and the Government of Canada of any change in my marital or civil status, if I have a new child, if I change employer or work status, or there is any change of physical address and contact information for any person included in the Application. Further, if such changes or any other changes require additional services not herein referred to, I understand that they will be agreed upon apart from this Agreement.
 - iv. I permit the Licensee to be the primary contact with immigration officials. Furthermore, I agree to informing the Licensee of any communication from immigration officials.
 - v. It is my responsibility to ensure the cooperation of any person included in my application or any other relatives, as needed.
 - vi. It will be my responsibility to provide all documents required for my Application to the Licensee in a timely fashion as advised in this agreement by the Licensee. Once the documents have been requested by the Licensee. In the case where I cannot immediately provide the required documents, I will advise the Licensee in writing



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accordingly. All documents must be in English or a certified English translation must accompany the documents.

vii. It will be my responsibility to make arrangements for obtaining government processing fees in the required form and to provide them to the Licensee for submission to the Government of Canada in a timely fashion or to pay the fees directly and provide proof of payment to the Licensee prior to the submission of the Application.

viii. I agree to electronic communication, as necessary, and agree to the consequent limitations on information security. Formal communication is done via email (lafavtravels@gmail.com).

ix. I agree that communication between the Client and the Licensee will be in English and the preferred method of communication is by email in order that both parties will have a record of correspondence related to the services.

x. I agree to respond to the Licensee's messages (e.g., phone, email, etc.) within 2 business days.

xi. I agree to follow the advice of the Licensee.

_____ (Client's initials)

c. I acknowledge that I understand that the Government of Canada has penalties for misrepresentation. If any information presented by me, my family or anyone else connected with my application is false, untrue, misleading or otherwise misrepresents the facts, I could be subject to a five-year period of inadmissibility to Canada as well as a five-year ban on applying for permanent residence to Canada. This applies to ALL stages of my application. Information provided for this Application must be true, correct, and supported by documentary evidence.

_____ (Client's initials)

5. Licensee's Declaration:

The Licensee affirms that they endeavour to provide quality immigration or citizenship consulting services to the Client and to adequately supervise any person who assists in the provision of those services.

_____ (Licensee's initials)

6. Professional Services:

- a. In consideration of the fees paid in the matter stated above, the Licensee will provide the following professional services related to the Immigration Application:
- Document checklist and document review for submission.
 - Review of the documents prepared and filled by the client as required.
 - Serve as the contact address for the Client.
 - Guidance on what form of information is to be included in the submission.
 - Prepare, review, and submit the Submission Letter.
 - Prepare, review, and submit the Immigration Application.
 - Copies of all materials sent to IRCC and all correspondence from IRCC will be shared with the Client.



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- Liaison between the IRCC and the Client during the process.
 - Liaison between the provincial government and the Client during the process.
 - Thorough explanations addressing any issues on the file.
 - Apprise the Client (primarily by email) of the progress of the submission(s) at all relevant stages.
- b. The Licensee will provide timely information related to the status of the Client's case.
- c. The above work is completed once a final decision is made by an immigration officer that the Application is or is not approved. It does not include work after that, although the Licensee may be retained on further matters if desired, on terms to be decided at that time.
- d. The billing method will be ***a flat fee with payments by milestones.***
- e. Professional Fees shall be paid by the Client to the Licensee as follows:
- i. **CAD \$[_____]** is payable for initial consultation, advice to Client, file creation, including review of all documents & file preparation
 - ii. A final payment of **CAD \$[_____]** will be payable within 24 hours **prior to submission of the application to the government of Canada.**
- f. The agreed fees for the above professional services will be:
Professional Fee is **CAD \$[_____]** (plus Tax of 13%)
- g. Disbursements to be billed as per actual costs for courier services, photocopying, faxes, auditor's reports, property evaluations, professional qualifications assessment etc. as applicable.
- h. Please note, the above doesn't include any government fee. The Client will pay for all government related fees.***

7. Timeline, responsibility & fee

| # | Work Description | Responsible Entity | Time Expectation |
|---|--|--|-----------------------------|
| 1 | Send Retainer or Service Agreement | LaFav Travels Immigration Services Inc. | DDMMYYYY |
| 2 | Sign Retainer along with initial payment | CLIENT | 3-5 days from previous step |



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| # | Work Description | Responsible Entity | Time Expectation |
|---|------------------------------------|---|--|
| 3 | Provide Document checklist | LaFav Travels Immigration Services Inc. | 2-4 days from previous step |
| 4 | Arrange Documents & fill the forms | CLIENT | 2 weeks from previous step |
| 5 | Review all the documents | LaFav Travels Immigration Services Inc. | 1 week from previous step |
| 6 | Submit application | LaFav Travels Immigration Services Inc. | 1 week from previous step |
| 7 | Final Payment | CLIENT | 24 hours prior to application submission |

8. Terms of Payment and Refund Policy

- a. All payments for work done are non-refundable. ***The Client acknowledges that the granting of a visa or status and the time required for processing this Application is at the sole discretion of the government and not the Licensee.***

- b. The Client agrees to pay the outstanding balance based on the timeline provided in this document. Compound interest charges of 5 % per month will be assessed after that date, compounding monthly from the issuance date. In the event of non-payment, the Client agrees to pay all court costs, legal fees and associated expenses, as well as any and all costs incurred by the Licensee including time, legal fees and any associated expenses.

- c. It is further acknowledged and agreed by the Client that the full fee shall be payable by the Client for professional services rendered and disbursements paid, and that no refund shall be given in the event that the Client:
 - i. Fails to provide accurate or complete information to the Licensee or conceals information in matters relevant to the Client's Application.
 - ii. The Client is in breach or non-compliance of any term and condition set out in this Agreement.

9. Government Fees

The Fees payable to the Government of Canada to the Receiver General for Canada or in a name and currency stipulated by them and any other fees payable to any other party will be paid solely by the Client.

10. Confidentiality



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- a. All information given to the Licensee by the Client may be used in the Application unless the Client specifically directs otherwise. Information is collected and protected as required by the *Code of Professional Conduct for College of Immigration and Citizenship Consultants Licensees*.
- b. Client paper records will be stored in a physically secure manner to maintain Client confidentiality and protect against damage or loss. All reasonable steps will be taken to secure electronic files, information and documents.
- c. All information and documentation reviewed by the Licensee and required by LaFav Travels Immigration Services Inc. and all other governing bodies, and used for the preparation of the Application will not be divulged to any third party without prior consent, except as demanded by law. The Licensee will respect the Client's right to privacy and confidentiality and maintain the confidentiality of client information indefinitely.
- d. The individuals who are likely to assist the Licensee and **LaFav Travels Immigration Services Inc.** in the provision of immigration or citizenship consulting services include ***licensed immigration professionals who are registered with CICC or under any provincial law society.*** The Client agrees that the Licensee can consult a co-counsel if/when required.
- e. The Client agrees to the use of electronic communication and storage of confidential information. The Licensee will use their best efforts to maintain a high degree of security for electronic communication and information storage.

11. Licensee Not Responsible

The Licensee is not responsible for the Client's decisions pertaining to business ventures or investments in Canada, either pertaining to or following immigration to Canada; taxation or estate issues in Canada; the removal of personal, household and business goods to or from Canada; real estate matters; or any legal or other matter not in direct relevance to the *Immigration and Refugee Protection Act or Immigration and Refugee Protection Regulations* or provincial rules related to the *Provincial Nomination Program or the Citizenship Act*.

12. Force Majeure

The Licensee's failure to perform any term of this Agreement, as a result of conditions beyond their control such as, but not limited to, governmental restrictions, policy changes or subsequent legislation, war, strikes, Acts of God, shall not be deemed to be a breach of this Agreement.

13. Termination or Withdrawal

- a. This Agreement is considered terminated upon completion of the tasks identified in this Agreement.
- b. This Agreement is considered terminated if material changes occur to the Client's Application or eligibility or admissibility which make it impossible to proceed with the services detailed in this Agreement.
- c. If the above fees are not paid as agreed, the Licensee may discontinue representing the Client after giving reasonable notice. The Licensee will return any client property on file.
- d. The Client must maintain contact with the Licensee. Otherwise, the Licensee may discontinue representing the Client. Any fees paid for work done will not be refunded.



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- e. The Client has the right to cancel this Agreement at any time by notifying the Licensee in writing that they wish to terminate this Agreement. Any amount still owing is payable.
- f. The Licensee's obligations under the Agreement are null and void if the Client knowingly provides any inaccurate, misleading or false material information. The Client's financial obligations remain.

14. Planned or Unplanned absence

In the event that the Client is unable to contact the Licensee and has reason to believe the Licensee may be dead, incapacitated, etc., the Client should contact CICC at the address in section 15 of this Agreement.

15. Agreement and Dispute Resolution

- a. The Client acknowledges that the Licensee is a member in good standing of CICC and as such, is bound by its Bylaws, *Code of Professional Conduct for College of Immigration and Citizenship Consultants Licensees*, and associated Regulations.
- b. In the event of a dispute, the Client and the Licensee are to make every effort to resolve the matter between the two parties. In the event a resolution cannot be reached, the Client is to present the complaint in writing to the Licensee and allow the Licensee 60 days to respond to the Client. In the event the dispute is still unresolved, the Client may follow the complaint and discipline procedure outlined by CICC on their website at: <https://college-ic.ca/protecting-the-public/complaints-process/make-a-complaint>

NOTE: The College may require the production of documents in accordance with the College Act and any regulations or by-laws made under the Act.

CICC Contact Information

College of Immigration and Citizenship Consultants
5500 North Service Road, Suite 1002
Burlington, Ontario, L7L 6W6, Canada
Telephone: 1-877-836-7543
Fax: 1-877-315-9868
Email: info@college-ic.ca

- c. In the event a dispute arises between the Clients affecting the file that cannot be resolved, the Licensee may withdraw from the case and may not advise or represent either Client on further immigration matters.

16. Governing Law

This Agreement shall be construed as governed by the law of Ontario, Canada. Any disputes with respect to the terms of this Agreement unless otherwise provided for in this Agreement, shall be decided by a court of competent jurisdiction within Ontario.

17. Official communication & Documents Instructions



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1. Official communication and Documents need to be shared via email (lafavtravels@gmail.com)
2. Documents should be in the format – PDF or Word or JPEG/PNG
3. Each document size should be less than 2MB / 4MB (Different application portals of IRCC accepts differently)
4. Documents have to be clear and readable. ***There may be application processing delays if documents are not clear or readable.***
5. Documents should be in English and if not should have official translation by a notary
6. If there are multiple pages for a given document (e.g. passport), please accumulate all the digital copies together and share only one document that has multiple pages included.
7. Each document's Name should be in the format NAME_DOCUMENT TYPE (e.g.: **Client's name _ Passport.pdf**)

18. Validation

The Client acknowledges that they have read this Agreement, understand it and have obtained such independent legal advice as they deem appropriate, have sought translation if required and agree to be bound by the terms of the Agreement.

THE PARTIES HERETO HAVE SIGNED ON THE DATE NOTED BELOW:

Client's Full name: [_____]

Client Signature: [_____] **DDMMYYYY** [_____]

Client mailing address: [_____]

[_____]

[_____]

Client email address: [_____]

RCIC's Full name:

Licensee Signature: [_____] **DDMMYYYY** [_____]

www.lafavtravels.ca



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Cell: 647-616-8591

lafavtravels@gmail.com



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