



# Canada AG Immigration & Citizenship Service

## SERVICE AGREEMENT

*RCIC Membership Number: R534755*

By signing up with Canada AG Immigration & Citizenship Services at [canadacitizenshipandpr.ca](http://canadacitizenshipandpr.ca), you (The client) are retaining *Canada AG Immigration & Citizenship Services (RCIC)* to act on your behalf on the following terms and conditions:

WHEREAS the *Canada AG Immigration & Citizenship Services* and the *Client* wish to enter into a written agreement which contains the agreed-upon terms and conditions upon which the “*RCIC*” from *Canada AG Immigration & Citizenship Services* will provide services to the client.

AND WHEREAS the *RCIC* is a member of the *College of Immigration and Citizenship Consultants (CICC)* (the “*College*”), the regulator in Canada for immigration consultants.

IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties agree as follows:

### 1. **RCIC Responsibilities and Commitments**

The *client* asked the *RCIC*, and the *RCIC* has agreed to act for the *client* in the matter of Canadian temporary or permanent residency status e.g., Canadian Citizenship certificate, Canadian Permanent residency.

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

- a) Provide immigration advice based on client requests.
- b) 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)* regulation in effect.
- c) Answer the client’s request promptly.
- d) Provide client with a checklist of information and documents required in support of their immigration application

- e) Submit client applications to IRCC in a timely manner.
- f) Keep the client updated on any progress on the client's case and respond to all reasonable requests.
- g) Handle all correspondence with IRCC on the client's behalf.
- h) Act in the client's best interest within the limits of the law.

## 2. Client Responsibilities and Commitments

2.1 The client must provide, upon request from the RCIC:

- All necessary documentation
- All documentation in English or French; or with an English or French translation

2.2 The client understands that they must be accurate and honest in the information they provide and that any inaccuracies may void this Service Agreement or seriously affect the outcome of the application or the retention of any status they may obtain. The RCIC's obligations under the Service Agreement are null and void if the client knowingly provides any inaccurate, misleading, or false material information. The client's financial obligations remain.

2.3 If Immigration, Refugees and Citizenship Canada (IRCC) or Employment and Social Development Canada (ESDC) should contact the client directly, the client is instructed to notify the RCIC immediately.

2.4 The Client is to immediately advise the RCIC of any change in the marital, family, or civil status or change of physical address or contact information for any person included in the application.

2.5 In the event of a Joint Service Agreement, the clients agree that the RCIC may share information among all clients, as required. Furthermore, if a conflict develops, the RCIC cannot continue to act for both or all clients and may have to withdraw completely.

## 3. Billing Method & Payment Terms and Conditions

The Client will pay online at a flat Professional fee and administrative fee (e.g.: copies, long-distance telephone calls, mailing fees, etc.) upon signing up online and agreeing with the Service Agreement.

#### 4. Refund Policies

The client acknowledges that granting a Canadian temporary or permanent residency status and the time required for processing this application is at the government's sole discretion and not the RCIC. Furthermore, the client acknowledges that the fees are not refundable in the event of delays in processing an application or an application refusal by the Canadian Government.

If the RCIC or professional staff do not complete the tasks identified under section one (1) of this Service Agreement, the RCIC will refund part, or all of the professional fee collected. The fees paid are for services indicated above, and any refund is strictly limited to the fee received. The fees will be refunded in the form of original payment, such as a cheque, money order or credit card.

Canada AG Immigration & Citizenship Services is not responsible for fees paid to the government for processing a temporary or permanent residency application.

If the client cannot contact the RCIC and has reason to believe the RCIC may be deceased, incapacitated, etc., the Client should contact CICC.

#### 5. Dispute Resolution Related to the Code of Professional Conduct

In the event of a dispute related to the *Code of Professional Conduct*, the client and RCIC are to make every effort to resolve the matter between the two parties. If a resolution cannot be reached, the client is to present the complaint in writing to the RCIC and allow the RCIC thirty 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 the *College* on their website under the heading "*File a Complaint.*"

*College* Contact Information:

**College of Immigration and Citizenship Consultants (CICC)**

**5500 North Service Rd., Suite 1002**

**Burlington, ON, L7L 6W6**

**Toll-free: 1-877-836-7543**

**NOTE:** All complaint forms must be signed.

## **6. Force Majeure**

The RCIC's failure to perform any term of this Service Agreement, as a result of conditions beyond her control such as, but not limited to, governmental restrictions or subsequent legislation, war, strikes, or acts of God, shall not be deemed a breach of this Agreement.

## **7. Confidentiality**

All information and documentation reviewed by the RCIC, required by IRCC and all other governing bodies, 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 28 (1) (2) of the Code of Professional Conduct.

The client agrees to use electronic communication and storage of confidential information. The RCIC will use her best efforts to maintain a high degree of security for electronic communication and information storage.

## **8. Change Policy**

The Client acknowledges that if the RCIC is asked to act on the client's behalf on matters other than those outlined above in this Service 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 or citizenship-related applications, the Service Agreement can be modified accordingly.

## **9. Termination**

9.1 This Service Agreement is considered terminated upon completing tasks identified under section one (1) of this agreement.

9.2 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 section one (1) of this Service Agreement.

## 10. Discharge or Withdrawal of Representation

- 10.1 The client may discharge representation and terminate this Service Agreement. At this time, any outstanding fees or disbursements will be refunded by the RCIC to the client. The client will remit any due fees or disbursements to the RCIC.
- 10.2 Under Article 34 of the Code of Professional Conduct, the RCIC may withdraw representation and terminate this Service Agreement upon writing, provided withdrawal does not cause prejudice to the client; at this time, any outstanding fees or disbursements will be refunded by the RCIC to the client. The client will remit any due fees or disbursements to the RCIC.

## 11. Governing Law

The laws of the Province of Ontario; and the Federal laws of Canada should govern this Service Agreement. Any dispute; concerning the terms of this Service Agreement; shall be decided by a court of competent jurisdiction within the Province of Ontario.

## 12. Miscellaneous

- 12.1 The Client expressly authorizes the RCIC to act on their behalf to the extent of the specific functions that the RCIC was retained to perform, as per Section one (1) hereof.
- 12.2 This Service Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiations, and discussions, whether oral or written, of the parties except as specifically set forth herein.
- 12.3 This Service Agreement shall be binding upon the parties and their respective heirs, administrators, successors and permitted assigns.
- 12.4 This Service Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.
- 12.5 The provisions of this Service Agreement shall be deemed severable. If any provision of this Service Agreement shall be held unenforceable by any court of competent jurisdiction, in that case, such provision shall be severed from this Service Agreement, and the remaining provisions shall remain in full force and effect.

12.6 The headings utilized in this Service Agreement are for convenience only and are not to be construed as additions to or limitations of the covenants and agreements contained in this Service Agreement.

12.7 The Client acknowledges that they had sufficient time to review this Service Agreement and have been allowed to obtain independent legal advice and translation before the execution and delivery of this Service Agreement.

If the client did not seek independent legal advice before signing this Service Agreement, they did so voluntarily without any undue pressure and agree that the failure to obtain independent legal advice shall not be used as a defence to the enforcement of obligations created by this Service Agreement.

12.8 The Client acknowledges that they received a copy of this Service Agreement and agrees to be bound by its terms.

### 13. Contact Information

#### RCIC:

Name: *Agnes Gizard*

Telephone: *(613) 864 – 8886*

E-mail: *AG@AGICS.CA*

Business: *Address 839 Beauregard crescent, Ottawa, Ontario, K4A 3C9 Canada*

## Exhibit “A”

### DEFINITIONS

The terms “*Client*”, “*College*”, “*Disbursement*”, “*Designate*”, “*Authorize Representative*” and “*Service Agreement*” shall have the meaning given to such terms in the Service Agreement Regulation and By-law of the *College*.

“**Authorized Representative**” means an individual who can provide immigration/citizenship advice and service for a fee or other consideration. An Authorized Representative includes a member in good standing with a Canadian provincial or territorial law society (including paralegals within their authorized scope of practice), the Chambre des notaires du Québec or CICC.

“**Client**” means a person or entity whose interests the Member undertakes to represent for a fee or other consideration, or Pro bono regarding a proceeding or application, or potential proceeding or application, under the *Immigration and Refugee Protection Act or the Citizenship Act*.

“**College**” means the *College of Immigration and Citizenship Consultants (CICC)*.

“**Designate**” means an individual who has been given authority, in writing, by the client to act on their behalf in dealing with the RCIC. The client shall specify what duties are being conferred to the person and the duration of the authority. A Designate shall not be compensated by the Client or the RCIC, for acting in the capacity of Designate.

“**Disbursements**” means miscellaneous expenses incurred by the RCIC in the course of providing services to a client, including government filing fees for which such client will reimburse the RCIC and, for purposes of clarity, excludes fees for services rendered by the RCIC.

“**IRCC**” means *Immigration, Refugees and Citizenship Canada*.

“**Service Agreement**” means the contract between the RCIC and the Client that sets out the terms of the business arrangement between them.