Contract of Engagement  Assessment

# Contract of Engagement

**(Service Contract -name of service e.g Schengen visa assistance)**

**This Contract of Engagement is being executed on (Date)**

### BETWEEN

**Contract No………………………….**

**CLIENT’S NAME: ,………………………..**

**PASSPORT NO- ……………………………….**

**ADDRESS: DUBAI**

**Off./Res: …………………..MOBILE …………………………**

**DATE OF BIRTH: ……………….. E-MAIL: …......................................**

On the first party (hereinafter referred to as the **“Client”)**

### AND

**Smart Bright Star Document Clearing L.L.C**

On the second party (hereinafter referred to as the **“Company”)**

WHEREAS the Client has expressed willingness to retain services of the Company for receiving professional services with respect to preparation and submission of documents on behalf of the clients.

Both the parties have agreed to enter into this Contract on the following terms and conditions:

1. **Duties of the Client:** The Client shall:

1. Submit the complete case filing documents with the Company within 30 days from the date of signing of this agreement;

1. Provide all information truthfully in writing as requested by the Company and the processing office as per guidelines. The client shall solely be responsible for all the consequences for submission of false information or documents;

1. Execute forms as required and produce all documents and information that may be necessary for the processing of the case;

1. Communicate / Coordinate with their own educational institutes / responsible authority to fulfill requirement of assessment authorities;

1. Provide the details of any past history of rejection or application submission under any category and share the details reason or final outcome;

1. Forthwith provide all the supporting documentation and other evidence as required by the Company and shall provide only such documents which are legal, valid and genuine; Any discrepancies in the above may seriously affect the case of the client;

1. Submit all the documents within the time limitation prescribed by the Company. The client shall be held responsible for any adverse effect on the outcome because of non-submission/ delayed submission of required documents and other evidence consequent to this the client shall not be entitled to claim any refund from the Company.

1. Forthwith intimate the company of all communications received from the relevant processing office or assessment body;

1. Provide the Company with any change relating to address, education, training, status, job responsibilities, skills, marital status, criminal charges or any other information or circumstances; In case the client fails to keep in touch with the Company or update the Company with his changed address/ contact details due to which the necessary information/ documents could not be transmitted to the client, he shall , thereafter, not be entitled to claim any refund from the Company.

1. Indulge in any change in the nature of the current job or profession only with the prior approval of the Company so that the change in job profile does not have adverse effect on the case.

1. Attend all calls as and when given by the processing office or assessment body and promptly follow all instructions as communicated by them. Further, it is the duty of the client to withstand all the background checks conducted by relevant processing office or assessment body failing which the company shall not be under any liability to refund.

1. Since company is providing professional services therefore client will not authorize any third party to do follow up on client’s behalf.

1. Acknowledge and agree in the event that the application is filed in the relevant processing office or assessment body other than in or near to his / her place of residence,

**2. Duties of the Company:**

The Company shall provide the following services to the clients.

* + Updating clients on any new rules and changes Assessment / Documentation process.
  + Updating clients.
  + Providing list of required documents.
  + Guidance on changes in government fee if any.
  + Advising client on notarization although it is client responsibility to get it done.
  + Provide information to the client on his / her occupation in the intended country.
  + Provide documentation and transaction follow up services.

1. **Fees of the Company:**

The Company offers Upfront Payment Plan for this service. The payment can be paid through Cheque /DD, Western union, online transfer, Cash deposit & Credit Card.

In consideration of the company’s professional services, the client undertake to pay fee as follows:

**Upfront Fee:**

**Second Installment:**

* + Till the time the Client doesn’t clear the outstanding dues to the company, the company will not release documents (original or copy) received from the relevant authority.

* + In case the payment is not made in accordance with the terms and conditions of this agreement, the Company shall have the right to stop providing services to the Client. If for any reason whatsoever, the Client becomes disinterested in pursuing his / her application for assessment / documentation or withdraws his / her case, then in such case the Company shall be entitled to receive full payment of fee from the clients.

1. **Fee charged by Govt. Authorities and Assessment Body:**

In addition to the fee of the Company, the Client agrees and undertakes to bear overhead cost like visa fee, Notarization fee or relevant authorities and any expenses in lieu of document arrangement, in accordance with the current regulations.

1. **Other Terms and Conditions:**

1. The Company shall not assist the Client in following work directly or indirectly:

* 1. In passport work (of any type).
  2. In procuring or advising Educational/Experience Certificates.
  3. Other documents and evidence requirements.
  4. Notarization of documents.

1. The Company shall not be responsible for any loss of documents in transit.

1. All the documents submitted by the client for onward submission to govt. or assessment authority are believed to be genuine and would be forwarded to concerned Authorities in Good faith and believing it to be true and genuine.

1. On receiving the required case filing documents from the Client, the Company and its associates shall make all efforts and its honest endeavor for assessment at the earliest, with the concerned authority. However, the Company and its associates shall not be responsible for any delay whatsoever occurring in the formal processing of the case due to backlog of cases or for any other reason at the assessment body. Thus, time shall not be the essence of the contracts.

**6. Refund:**

1. Retainer fee/Consultation fee paid to company is non-refundable.
2. Since processing fee, govt charges, courier charges fees are being paid to the processing or assessment authorities; refund of same shall not be claimed form the company. Hence company will not refund said amounts.

The Company will not refund any of the total fees and shall be entitled to receive the full payment from the client if:

・ The client voluntarily withdraws the case at any stages.

・ Once the client signs this contract and then he/she does not wish to proceed further for any reason what so ever and / or does not provide relevant / specific documents for assessment / govt. body.

・ The client does not co-operate towards completion of this agreement in any manner.

・ The client does not acquire information, knowledge, education and skills including computer skills as per the advice of the company and undertaken by the client.

・ If there are the changes in the assessment criteria / time frame / documentation process by the concerned department or assessment body.

・ On the event of any refusal by the government or unable to provide documents to process application.

・ Appointments or documents if not receiving from the government or any third party.

・ Incase delay is documents submission appointment or refusal.

・ In any case the paid Consultation/Professional Fee is not refundable under any circumstances.

**7. Consent:**

Both the parties have properly read and understood the contents of the contract of Engagement and append the respective signatures on their free will and without any misrepresentation, coercion, undue influence or demanding on the part of either party. The parties further render their consent and undertake to abide by the terms of the contract in its totality.

This contract of engagement is executed between the parties named herein above who have put their signatures herein below.

**Client's Signature: ……………………………………………… Date: ………………………**

**Authorized Signatory: ………………………. Date: …………………..**

**(Smart Bright Star Document Clearing L.L.C)**