

SERVICE AGREEMENT

This Service Agreement has taken place on: February, 17th, 2023 and effective as same.

BETWEEN

- A. Continental Migration Services (CMS), a recognized and existing corporation as per the laws of the United Arab Emirates (UAE).**
(Hereinafter referred to as the FIRST PARTY)
And
- B. The name and identification details of the client**
(Hereinafter referred to as the SECOND PARTY)

Detailed Name: Mr. Gamalathge Suresh Priyadarshana
Passport No: N5379993
Contact: +94775676882
Email: suresh7@engineer.com
Country Resided In: Sri Lanka
Category: Program – AIP + RNIP
Occupation: Civil Engineer
TEER: 21300

Second Party's Signature: 

Company Stamp



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SCOPE OF WORK

1. Explaining the eligibility criteria under the relevant law and regulation for the Application.
2. Providing list of documents required for the Application.
3. Responding to queries of the Client with regards to the Application.
4. Reviewing the documents forwarded by the Client and advising the Client whether the same are correct or sufficient for the Application.
5. Assisting the Client in filling in and submitting the Application.
6. Assisting the Client in filling in and submitting any other requisite forms ancillary to Application.
7. Assisting the Client in filling in and submitting forms for a temporary or visit visa if specifically required for the Application.
8. Follow up with the relevant Immigration or Government Authority on the progress or status of the Application.
9. Assisting Client in appealing against a decision of the relevant Immigration or Government Authority if the said decision is appealable.
10. Assisting the Client in finding employment if employment is specifically required for the Application & Preparing the Client for interviews, if required for the Application.

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RECITALS

This agreement sets forth the Terms and Conditions under which Continental Migration Services (CMS) will provide a service to its clients on a specified service provider premises [*Herein referred as the FIRST PARTY (CMS)/ "Service Provider Location"*].

The both parties intend to sign this agreement whereby the parties have agreed as follows:

- A. The above recital constitutes an integral part of these articles and binding the parties.
- B. The Service Provider "the FIRST PARTY" is desirous and capable of providing the services mentioned in this agreement for "the SECOND PARTY";
And
- C. The second party of this agreement has demanded this service and agreed on all the terms and conditions upon signing this agreement.
- D. Both parties have agreed on executing this agreement in accordance with the clauses of this document.
- E. Therefore, in consideration of the mutual understanding and promises contained herein and for other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

It is hereby agreed that the SECOND PARTY appoints the FIRST PARTY (CMS) for complete preparation of his/her file for the purpose of Migration/Visa. The FIRST PARTY (CMS) agrees to use its best efforts and endeavor in preparing and assisting the SECOND PARTY to obtain his/her Migration/Visa based on the facts and information provided by the SECOND PARTY and on the best judgment of the FIRST PARTY (CMS).

1. SERVICES TO BE RENDERED

1.1 The FIRST PARTY (CMS) will provide a detailed Consultation on each case of the SECOND PARTY.

Using the FIRST PARTY (CMS) Proprietary Case Management Systems, highly qualified case managers/workers shall ensure to provide expert advice to prepare case(s) for the SECOND PARTY.

1.2 The SECOND PARTY's Meetings can be arranged either in person at the FIRST PARTY's (CMS) office or via phone, with the FIRST PARTY'S (CMS) Consultants and/or Caseworkers. The SECOND PARTY should ensure that the facts of their cases are accurate and understood by the FIRST PARTY (CMS).

1.3 The FIRST PARTY (CMS) reserves the absolute right to attain the SECOND PARTY'S immigration history and all relevant information to ensure that the FIRST PARTY (CMS) understands all the facts and circumstances that may or may not affect a successful outcome.

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- 1.4 If During the course of the **SECOND PARTY'S** application, happened that any information is discovered that need to be addressed, which would otherwise harm the **SECOND PARTY'S** best course of action, together with any alternative options available.
- 1.5 The **FIRST PARTY (CMS)** shall use its best endeavors to make the **SECOND PARTY'S** case as strong as possible and the result which **SECOND PARTY** seek. The **FIRST PARTY (CMS)** is providing Services Pursuant to this Agreement, shall not be responsible or liable for any acts, errors, omissions, delays or any indirect or consequential damage resulting there from a professional opinion provided in the course of its business and also does not guarantee success resulting from the advice.

2. ACKNOWLEDGEMENTS

The **SECOND PARTY** further acknowledges that the time required to process an Application depends on factors, for example time needed to verify the submitted documents by **SECOND PARTY** and other related factors, which may be beyond the control of the **FIRST PARTY (CMS)**. The **SECOND PARTY** acknowledges that no warranty is given as to the length of time required to process the application or the results as we are not part of any High Commission, so decision on all Visa applications rests with relevant Immigration Office/High Commission of/in each Country.

3. THE SECOND PARTY

The **SECOND PARTY** agrees to provide in its truest form, all documents required pursuant to the Official Documentation List, which is provided by the **FIRST PARTY (CMS)** upon signing this Agreement. (*In some cases, there are exceptions, however, if there are any exceptions it will be at the discretion of the governing body to authorize*).

Should the **SECOND PARTY** be unsuccessful due to criminal reasons, health problems, forging or the presentation of false documents to the **FIRST PARTY (CMS)**, not respecting the governing body Regulations and Conditions, not submitting the necessary documents to the required governing body, not responding correctly and professionally to the Officer regarding the profession and/or the job duties and/or the job description that he/she applied for in his/her Application for registration or the **SECOND PARTY** decides to withdraw or cancel his/her Application, or for some reasons whatsoever the **SECOND PARTY** decides not to continue the process of immigration/obtaining visa with governing body; the **SECOND PARTY** will not hold the **FIRST PARTY (CMS)** responsible by any means, and the professional fees is not refundable.

4. THE REQUIREMENTS (CREDENTIAL/LANGUAGE EVALUATION)

The **SECOND PARTY** understands that in most cases he/she will have to provide his/her English and (*when applicable his/her moderate French language skills*) depends on province in which he /she applies for migration/visa with governing body. The **SECOND**

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PARTY will undertake to provide such proof via undergoing the (IELTS) as well as a similar test recognized by the governing body at his/her expense.

5. GOVERNING BODY FEES

The **SECOND PARTY** bears the entire fees about the governing body / professional registration body and other related costs like attestation, notarization, courier, remittance, exchange/bank charges, transfer fee, and VAT applied by the UAE, etc. as advised by the **FIRST PARTY (CMS)** on a consolidated basis, without disputing for a detailed invoice or breakdown.

6. MEDICAL TESTS

The **SECOND PARTY** bears the costs of the medical tests that are required in some cases.

7. CO-OPERATION

The **SECOND PARTY** agrees to co-operate with the **FIRST PARTY (CMS)** and further undertakes to ensure the co-operation of any of its relatives, friends, and/or agents.

The **SECOND PARTY** agrees to have a good attitude towards the employees of the **FIRST PARTY (CMS)**. Any breach of an attitude towards the **FIRST PARTY (CMS)**, the **FIRST PARTY (CMS)** would have the right to cancel this agreement without refunding any payment made by any method from the **SECOND PARTY**.

8. FULL DISCLOSURE AND VERACITY OF INFORMATION

The **SECOND PARTY** agrees at all times to provide all personal, financial, employment, current registration with any governing body whether in home country or elsewhere and/or other information the **FIRST PARTY (CMS)** shall require. The **SECOND PARTY** further agrees upon the request of any governing body to provide that body with whatever information might be requested.

The **SECOND PARTY** acknowledges that all information requested of him/her pursuant to this paragraph (8) must be disclosed in a timely, accurate, truthful, complete and full manner. *(For greater certainty, if any information disclosed by the SECOND PARTY is found to constitute misrepresentation, the FIRST PARTY (CMS) may terminate this Agreement immediately by giving notice in writing to the SECOND PARTY).*

9. THE LAWS

The United Arab Emirates shall govern the present Agreement. The parties hereto agree that they have requested this Agreement to be drafted in the English language.

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10. DISPUTE

In the event a dispute arises, both parties mutually agree to seek out mediation to resolve issue(s) at the cost and expenses to be paid by the party who initiated the complaint. Both parties will agree to a mutual mediator and will put their best efforts forward in order to resolve the issue(s) to a mutually acceptable benefit.

If mediation is unsuccessful it may then proceed on to a group of Arbitrators, which are registered as such, retained by the person bringing the action based on the 1st Paragraph in (10).

The representative agrees to respond to a written complaint in writing within 30 days from receiving the complaint. Every effort will be made to resolve the complaint to mutual satisfaction within 60 days from the date of the written complaint. Both parties have the right to bring the unresolved issue to the attention of the regulatory body after 60 days of the complaint being filed with the representative.

11. CANCELLATION

- 11.1 In the event that the **SECOND PARTY** chooses to terminate this Agreement prior to submitting the application to the concerned governing body or during the course of processing **SECOND PARTY** agrees that the professional fee is not refundable.
- 11.2 In the event that the endeavors (**CMS**) chooses to terminate this Agreement in accordance with the provisions of paragraph (8) of this Agreement, the full amount of the agreed fees as per paragraph (13) below will be non-refundable. The contract will be cancelled upon notice to the **SECOND PARTY** by the **FIRST PARTY (CMS)** of its decision to terminate this Agreement.

12. SEVERANCE

If any part of this Agreement or the Application thereof to any person or circumstances is, to any extent, held or rendered invalid, unenforceable or illegal the remainder of this Agreement or the Application of such part to persons under circumstances other than those with respect to which it is held invalid, unforeseeable or illegal is not affected thereby and continues to be applicable and enforceable to the fullest extent permitted by law.

13. PROFESSIONAL FEES

- A. The **SECOND PARTY** agrees to pay The **FIRST PARTY (CMS)** a Total Fee of **(AED 4,000 including the 5% VAT)**. This includes Services for the **SECOND PARTY**, but does not include Governing body fees and all other related fees mentioned in Paragraph # 5).
- B. The **SECOND PARTY** agrees that he/she have applied under current rules and regulations, and he will not hold the **First Party (CMS)** responsible for any future or retroactive changes introduced by governing body that negatively impact this application. If changes to regulations and rules affect this application, and he/she still qualify and wish to proceed,

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he/she agree to pay the **First Party (CMS)** any extra fees that may apply for the additional work.

14. Refund Policy

The **SECOND PARTY** is liable to claim for a refund in a case where:

- A. The **FIRST PARTY (CMS)** has agreed that the company is satisfied to submit the **SECOND PARTY'S** case after which the **SECOND PARTY'S** case is returned with a negative decision from the relevant Governing body/concerned Country's Immigration Authorities.
- B. Given wrong and untruthful advice with regards to his/her application/case resulting in a negative decision.
- C. All refunds will include a 25% Deduction of Administrative Charges; the **SECOND PARTY** will receive 75% of the amount paid out to the **FIRST PARTY (CMS)**.
- D. The refundable amount of 75% from the paid amount will exclude 8% (VAT) and bank transfer fees.
- Please note that the **SECOND PARTY** will not be issued a refund, should the **SECOND PARTY** wish to end their agreement with the company or voluntarily withdraw the application before and after the time of submitting the **SECOND PARTY** Immigration and or Visa application by The **FIRST PARTY (CMS)**. A refund will only be issued once the relevant Governing body has provided a negative decision on the **SECOND PARTY** case regardless of the time needed, regardless if it does consist with the deadline given to the second party from our consultants.

15. THE SECOND PARTY'S COMPREHENSION OF THIS AGREEMENT

The **SECOND PARTY** has acknowledged and fully understood the foregoing Agreement and has been given the opportunity to obtain explanations for any portions of the Agreement, which were unclear, or not understood by the **SECOND PARTY**.

16. HONORING THE AGREEMENT:

In the event of not honoring this agreement, the **SECOND PARTY** and not paying his/her financial commitment towards the **FIRST PARTY (CMS)**, the **FIRST PARTY (CMS)**, has the absolute right for an immediate cancelation of this agreement after sending the **SECOND PARTY** a notice about that, and informing them that the amount of money paid prior is Non-Refundable.

17. The AMENDMENTS:

No amendment to this Agreement shall be valid unless executed in writing and signed by both the Parties hereto.

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18. The APPLIED LAW:

This Agreement is governed by, and shall be construed in accordance with, the Laws of the United Arab Emirates.

19. The CONSTITUTION:

This agreement, and any communication from our consultants via email constitute the entire agreement between the First Party and Second Party. And where there is any inconsistency between any of the provisions of this Agreement and the Electronic communication, the provisions of this Agreement shall prevail.

20. This Document:

Both parties acknowledge that this document was generated of (20) twenty clauses this clause included, and from (8) eight pages, and if any changes occurred without the approving from both parties, this document will not be valid.

Two identical copies has been releases and signed by both parties;

IN WITNESS WHEREOF the Parties hereto signed this Agreement on the day, month and year mentioned above.

I have read and understood the contents of this agreement, and I am signing it with full recognition of all its terms and conditions, so I am acknowledging that I have received a copy of the same document.

Second Party Name and Signature



Gramalathge Suresh
Prasadharshana
Gunasekara.

First Party Representative Signature



Second Party's Signature:



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