

Agreement of Service

This agreement of service is made between **M/s. Gateway Immigration & Education Consultants** (hereinafter referred to as the "Company ") Having Office at #6-3-865/A, Flat no: 203, Imperial House, Opp: Hotel Green park, Begumpet, Greenland's road, Hyderabad, Telangana-500016.

And

Mr./Ms/Mrs. _____

(Hereinafter here in after referred to as applicant and/or Client)

S/O-W/O-D/O _____

Address: _____

_____ On date of signing the agreement (DD/MM/YY) _____

For the purpose of: **Canada Immigration – Express Entry Visa/PNP**

Package Selected: Basic Package

For fees of Rs _____

The Terms and Conditions of the Service Agreement for Basic Package are as below:

The Company agrees to render the following services to the above mentioned client:

- Company will assist the applicant know about the process time-lines, finances involved (stage wise), procedures of filing the petition/application. Company will provide a contemporary checklist of documents that are to be submitted while filing the stage-wise petition/application.
- The company will assign an Exclusive Sheet Anchor to take through the complete process till you file petition/application. The assigned Case Officer will regularly call applicant and explain about the complete procedures.
- The Company will help the applicant fill up all the appropriate application/visa/assessment forms. Company will guide applicant in booking visa slots at the appropriate place &time.
- The Company or an individual of the company can act as your representative if you choose to oblige the formalities for doing so.
- The Company will guide applicant with all the required Professional Competency Reports by providing him/her adequate information which might help him/her procure the documents.
- The Assessment is specifically designed to provide you with a preliminary assessment of your ability to satisfy the Visa criteria for your selected visa/permit type. Client understands that the Report was made based on the information that was provided by the client. This needs to be supported by valid documentation. As such you should not rely on this result alone as a true indication of your ability to apply for migration

Signature of The Applicant

Signature of The Consultant

- The Company will regularly update applicant with the latest changes in the petition/application or assessment system and help to upgrade themselves.
- The Company will try to give alternatives, if there are in any/ at situation where it becomes impossible to procure or produce a particular document/s.
- Once a client enrolls for process, he/she is expected to submit the signed agreement in 15 days' time from the date of registration. Failure to do so, would invite additional charges/termination of services, which ever Gateway Visas management would be think to be appropriate
- Payments made online are made with a free consent after agreeing to the terms and conditions, all payments received online will be by default processed on agreeing with terms and condition, any disputes made afterwards will be null and void. All disputes will be in the jurisdictions of Hyderabad.
- The Company will create contemporary covering letters to the applicant/s petition/application which will act as an index and will help the application/petition get assessed faster.
- Regular updates about the status of submitted Petition/application will be given by the concerned department either through call or email.
- If the application/ Petition has been overlooked or misread, the company will file the administrative review and file a complaint to the appropriate bodies in no extra cost.
- The Company will assist applicant in procuring the Police Clearance Certificates and assist in getting Medicals done by providing the respective addresses & Procedures.
- The Company will process application/s of spouse and children in the same service charges.
- The Company will update your resume as per the Canadian Standards and create a profile for you on Job Bank for assisting you to find the appropriate job.
- Assistance in Foreign Exchange and Air Ticketing (depending on availability).
- The Company is liable only in providing guidance in applying thru the expertise of Counselors, Sheet Anchors and other team members and are limited to only providing a check list of documents that have to be submitted while applying (which might change from time to time), assistance in providing formats, guidance in procuring documents from the concerned places (we will only help you understand how to get these documents but nor do we guarantee or practically go and get these documents for you/on behalf of you), guidance in filling up application/s and lastly submission guidance . Applicant understands that it is his/her responsibility to abide by the above terms and conditions and also further agree that The Company reserves the right to verify and to terminate their services at any time if the applicant fails to abide by the terms & conditions .
- Company Is Not responsible for refund of any fees or other amounts/charges that have been paid to any Assessing Bodies, Immigration Authorities, Embassy/Consulate/High Commission in the event of applicant getting or not getting approval/visa/immigration or on rejection or non-acceptance or return of his/her application at any stage by any authority due to any reason. The Registration/Processing fee only includes the Company's services but no application or assessing fee is included in it. The applicant agrees to pay the entire additional fee required as applicable during the processing as per the norms of the respective country.
- Company reserves the right to canvas the applicant's visa grant details through any media.
- The company will not be responsible in getting your documents attested, formatted from the required organization as it's the applicants responsibility to do so.
- All the documents submitted to the company will not be returned as we never will require the original documents to be sent to our office, we would require the scanned/photo copies of the actual to complete the process. Any claim for returning these will not be possible.
- The Company does not guarantee any kind of employment to the applicant. We offer only assistance in finding a job by editing the resume, Uploading the resume on job sites etc. and we also do not provide any accommodation rather assist through our past applicants

references / associates and these services are charged for and should not be considered as civility value added services.

- The applicant takes the onus of giving all the information which or might impact the application which include and are not limited to past rejections to any country, past application and approvals etc. with exact dates and results.
- The Company has undertaken to process the application for Immigration to the country of applicant's choice and is not predisposed for denunciation/cancellation or non-acceptance of his/her application or not getting visa/immigration or any other related documents or conformations from any authority on merits. Neither the company nor any of its employees are responsible if any documents/information furnished by applicant are found to be not true, false or fabricated at any stage by any authority and the applicant shall be solely liable for the costs and consequences arising thereof. It is a strict practice to not suggest applicant to go with any fake/fraud process but at the same time the onus lies with the applicant to see that documents produced are genuine and verifiable.
- The Company will not entertain any deadlines from the client as the whole process has to go through a full proof system and any external pressure would only tamper the perfection of the file.
- If the applicant has paid the money through card service, then the client hereby agrees that he or she will not withdraw or be entitled to take back amount in any case for payment made by any mode including Credit Card except otherwise following the norms of refund as mentioned in agreement and procedure prescribed by law prevailing at that time in the State of Telangana for this under the Jurisdiction of Hyderabad without knowledge to the Company. Applicant hereby agree that he/she will not contact their Credit Card Company or bank to file a dispute, as this will only delay their process.
- The Company is not liable for any travel arrangements made by the applicant prior to its confirmation and the same being communicated to the applicant by mail or any other written proof duly signed by their concerned authority. Applicant should take information on the port of entry requirements and arrange the same by themselves.
- The Service fee charged by the Company have no reference to the market charges and doesn't have to be equal to the contemporaries as they are contemporary only to the company standards, which the client agrees to have got satisfied and then registered & retained. Any claims after the registration of being too expensive would not be entertained and the applicant would have no right to contest on the same as it was explained and expressed to all the sources of information and has been convinced for which the applicant has agreed upon for registration.
- The service charges paid to Gateway Visas are not transferable to any existing client or prospective client irrespective of the relation they carry.
- If applicants are registering for Immigration to Canada then CIC doesn't oblige to use a representative. Hence, we would be assisting the applicant in the complete process.
- It's the applicant's & Spouse's (if applicable) responsibility to score a required band in the necessary exam, failing which the candidate is open to request for more time and re write but this inability to meet a criteria on which the company has got absolutely no control should not be a reason on refund as the company has worked on everything else.
- The current Permanent residency process for Canada is known as an Express Entry Process, in which the EOI needs to be filed. Under a very special condition of the EOI of a client is not selected, and then the company would re-file the EOI again post the expiry of the previous EOI. The re-filing of the EOI without any cost payable to Gateway Immigration & Education Consultants shall be done only once, post this; all further attempts shall be on chargeable basis. All other charges, if any, pertaining to Canadian Government shall be borne by the client.
- This Service agreement is valid only for one year from the date of signing the agreement however we will extend our services for one more year upon goodwill.

- The concerned Embassy/High Commission/Consulate keep changing their procedures of accepting applications and the company has no control on the same. These may include:
 - Asking the applicant to come for a personal interview.
 - Asking the applicant to get some additional documentation or get them attested.
 - Increasing fee etc. in these cases the applicant agrees to take the responsibility of meeting the same.
- The applicant also accepts that all/any registration/s for the same or other country/s done before this service agreement date (if any) with this Company, would be nullified and no claim of the service or the fee can be claimed until it is given in writing by the company.
- In case of visa being rejected on following grounds no refund will be made:
 - If Applicants fails to attend the visa Interview
 - If the Applicant does not comply with the requirements of Embassy or consulate.
 - For any other reasons where the consulate/Embassy authorities reject the visa for Forgery, Intimidation, submission of false documents or unverifiable documents, experience etc.
- Application or processing fee paid to Visa authorities or any other institution is client liability and are not included in Gateway Immigration & Education Consultants service charges and the company would not entertain any claim for these expenses in case of rejection.
- If the application/Petition is returned/rejected/delayed owing to an error in Application Fee or Mode of payment, the Applicant agrees not to contest on withdrawal of his application on this ground, as the payment and/the Mode of application fee is the sole liability of the Applicant.
- The company doesn't take any liability on the applicant's assumption of filing a case in a particular period of time frame and any such assumptions are at his/her discretion. The process is not generic but is customized and at many times a variety of further documentation might be required to conclude the process and cannot be contested on the grounds of not being informed at the initial stages.
- All Consultation Fees dues have to be paid within 7 days of the fees being due. In case the payment is not realized within 7 days, then interest @ 18% per annum will be charged from the due date till realization on the total due amount.
- In case the client wants to change the Country of Immigration before the release of the welcome package/case officer allocation no charges would be levied provided the client has got a positive review report for that country. Post release of the welcome package/Case officer allocation, the client has to pay an additional amount as transfer charges as below. (Fees are exclusive of the applicable taxes levied by the government – which will be charged at actuals).
 - In case of no processing after release of Welcome Package – a fees of Rs.10000 (plus service tax as applicable)
 - In case there has been further processing on the application (preparation of Skills assessment documents/filing of Skills assessment application/filing of Education credentials assessment etc) – a fees of Rs. 35000 (plus service tax as applicable)
- Post signing of this agreement, in case a cheque issued by the client towards Company Fees is dishonored by the bank for any reasons, the company is liable to take legal action against the client. In case of the client paying by credit card/ debit card then also the company is liable to take legal action

REFUND CLAUSE

- Gateway Immigration and Education Consultants has the right to terminate/withdraw their services without refund of service fee if the applicant :

- a) Does not submit all documents within the stipulated time from the date of his/her registration, which is within 30 days. However, in case IELTS has to be submitted, the client has 60 days from registration only for submission of IELTS (all other documents need to be submitted in 30 days).
 - b) Corresponds directly with any government body at any stage, until & unless the applicant is authorized, given written consent or instructed by Gateway Immigration and Education Consultants to do so.
 - c) Tries to malign with name of the company in what so ever manner, which tampers the functioning of the business or reputation.
 - d) Doesn't respond to the mails and calls made by the company for/within 30 days.
 - e) Backs out due to personal reasons / medical reasons / Voluntary Withdrawal.
 - f) Failure to clear any exams with the recommended scores, including language exams.
 - g) Submission of fraudulent documents.
 - h) Failure to clear Medicals by the client or any of his family members included in the application within the stipulated time.
 - i) Failure to provide a Police Clearance Certificate, which is not less than 3 months old.
 - j) Failure to prove sufficient funds for settlement or maintenance by the client or his or her family members as specified/required by the embassy/consulate
 - k) 100% non-refundable if the hard copy of the agreement is not signed by you and duly returned to us.
 - l) 100% non-refundable if you purchase & change your mind later and decide to withdraw.
 - m) 100% non-refundable if you do not wish to continue with our services.
- Prior violation of any immigration or visa law by the client or any of his or her family members included in the application or for any misleading information in the application form.
 - The Company may provide discount for the processing fee at the time of registration. If the Client has availed the services at a discounted price, then no refund will be entertained on discounted price.
 - If the Client has signed up for the service under the installment payment option or made a part payment and the immigration law changes any time after the applicant had acknowledged this agreement, anytime during the processing of his/her application & due to this change of law, the applicant is ineligible to apply for the service that he/she had signed up for. In this case applicant will not be entitled to a refund of any fees previously paid as the first installment or any other part payment to the company.
 - Late submission of any additional documents requested by the consulate during the application processing.
 - However, Partial refund of the total fees after deduction of service chargeable will be considered under the following grounds and only confined to these grounds:-
 - In case the Client receives ECA negative report making the client ineligible to apply again – then the Company will deduct an amount of 50% of total fees.
 - Visa denied/rejected (on any grounds, excluding reasons covered in other clauses) after applying appropriately using Gateway Immigration and Education Consultants services – then the Company will refund 25% of the service charges paid to the company
 - Immigration rules get changed for the destination country within 30 days of this agreement and the applicant is not qualified under the new rules. Then the Company will refund 25% of the service charges paid to the company.
 - If your request for refund falls under the acceptable terms and conditions of the company and the service agreement and is approved, the time taken to process such a request would be Minimum 60 days to maximum 90 working days. Refunds will be issued via a cheque transfer. The refund cheque will be made payable to the applicant and mailed to the address indicated on the agreement or directed deposited in the clients bank on his request.

- The company doesn't work with any embassy and/or Government hence the changes in the rules of the process may happen from time to time which the applicant agrees to upgrade, which might include a special or added qualification, English score etc.
- **Temporary closure:** The Company will be liable to put your Case on temporary closure, if in case you have not responded to our calls and emails regarding submission of your first set of documentation within the stipulated time of 6 months.
- Re- activation Charges would be applicable, if in case you want to re-initiate the process.
- **Permanent Closure:** The Company will be liable to close your case permanently, if in case your profile is not activated within stipulated time of 6 months because immigration rules and procedures keep's on changing on regular basis and we would not be able to keep the unprocessed profiles for an indefinite period of time and no refund would be given.

PAYMENT DETAILS

Installment 1: Rs. _____, Stage: On Signing the Agreement. Mode: _____

Installment 2: Rs. _____ Stage: _____ Mode: _____

Note: All disputes are subject to Hyderabad Jurisdiction.

Applicant Name: _____

Place: _____

Signature of the Applicant : _____

Date: _____

Consultant Name: **Gateway Immigration & Education Consultants**

Branch : Hyderabad

Signature of the Consultant : _____

Disclaimer: I hereby affix my signatures on all the pages, having thoroughly understood above terms and conditions in sound mind and consciousness and without any influence or coercion from any one.

Form of Undertaking

I, Mr./ Ms. _____ son/daughter/spouse of _____

and resident of, _____ (Full address)

Hereby declare that I have gone through the clauses of the agreement and have both understood and accepted the same, having agreed to the clauses mentioned I am signing the agreement and I also declare that I will abide by them.

Signature _____

Name _____

Date _____

Signature of The Applicant

Signature of The Consultant