



BIGGER INTERNATIONAL CONSULT LIMITED

**RETAINER AGREEMENT**

**RC NO: 1434729**

**Client File Number:.....**

THIS RETAINER AGREEMENT ("Agreement") is made as of....., by and among:

**WHEREAS**, BICL and the client wish to enter into a written agreement which contains the agreed upon terms and conditions upon which BICL will provide her services to the client.

**AND WHEREAS**, the BICL is a travel consultant company based in Nigeria to provide professional education consulting services and immigration advices among others .

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

- 1. **Definition.** The terms "Client", "council", "Disbursement" and "BICL" shall have the meaning given to such terms in the **Retainer Agreement Regulation** of the council.
- 2. **BICL Scope.** In consideration of the mutual promises contained in this Agreement, the Client asked the BICL, and the BICL has agreed, to act for the Client in the matter of:
  - 2.1. The Client hereby agrees to engage the BICL in order to assist her with the preparation and Submission of the below selected Application(s), subject to the terms and conditions set forth in this Agreement:

SCOPE OF WORK			
	Visiting Visa		
	Study Visa		
	Canada Permanent Residence		
	Australia Permanent Residence		
	UK Work Visa		
	Canada Work Visa		
	Tourist Visa		
	USA Visa		
	Asian Visa		

- 3. **BICL Responsibilities.** In consideration of the service fees ("Professional Fees") paid and the matter indicated in Section 2, the BICL agrees to do the following:
  - 3.1. To use her best efforts to assist the Client and fulfil her obligations under this Agreement;
  - 3.2. To professionally advise the Client about any of our service listed above, procedures and related matters;
  - 3.3. To review the Client's qualifications, and advise the Client as to what must be done in order to maximize the Client's eligibility for the Application(s);
  - 3.4. To assist the Client in the preparation of the Application(s) and advise the Client about the necessary documents required to complete the Application(s);
  - 3.5. To review the Client's mandatory documents prior to submission of the Application(s);
  - 3.6. To submit the Application(s) for the Client if its online while the clients go submit if physical presence is required;

- 3.7. To assist the Client with any necessary updates to the Application(s);
  - 3.8. To advise the Client's about the necessary evidence required that best represents the Client's language proficiency, work experience, education and training, and civil status for the Application(s);
  - 3.9. To track the Client's Application(s) file for the duration of this Agreement;
  - 3.10. To prepare the Application(s) at the port of entry, if applicable;
  - 3.11. To prepare the Client for any interview required by any of the country of choice if required;
  
  - 3.12. To follow up with relevant authority considering the applicable processing times for the relevant Application(s) submitted to ensure the fastest possible processing time and;
4. **Client Responsibilities.** In consideration of the service fee ("Professional Fee") paid and the matter indicated in Section 2 and Section 3, the Client agrees to do the following:
- 4.1. To provide, upon request from the BICL:
    - 4.1.1. All necessary documentation within 15 calendar days;
    - 4.1.2. All necessary completed and signed Application(s) forms within 15 calendar days;
    - 4.1.3. All necessary responses to correspondence within 7 calendar days;
    - 4.1.4. All documentation must be in English or French, or with an English or French translation;
  - 4.2. To be accurate and honest in the information he/ she provides and that any inaccuracies may void this Agreement, or seriously affect the outcome of the Application(s) or the retention of any status he/she may obtain. The BICL obligations under the Agreement are null and void if the Client knowingly provides any inaccurate, misleading or false material information. The Client's financial obligation remains;
  - 4.3. To expressly acknowledge that the BICL has no control over the processing times or the actions or decisions of the BICL or any individuals or organizations not related to the BICL;
  - 4.4. To follow the BICL's reasonable advice in order to maximize eligibility for the Application(s);
  - 4.5. To immediately disclose to the BICL all information related to any and all current or prior criminal charges and/or convictions, as well as any health issues that have affected or affect the Client or any of his/her accompanying dependents;
  - 4.6. To ensure that all educational and professional credentials claimed are complete and have been obtained from an institution that is recognized and accredited by the governing body responsible for such accreditation in the country of issue or study, as the case may be, and have the Credentials assessed according to the requirements of BICL at the Client's expense;
  - 4.8. To provide sufficient documentation to support all qualifications claimed, as advised by the BICL and/or required by BICL;
  - 4.9. To hereby acknowledge that providing false or misleading information may result in being banned in any of the country of choice.
  - 4.10. To attend all interviews if called upon to do so by any of the country of choice. The Client is responsible for making all necessary travel arrangements at his/her own expense;
  - 4.12. To pay the fees required for the evaluation of language ability, and professional, vocational or educational qualifications by the appropriate authorities, where applicable;
  - 4.13. To pay any increase, if any, implemented after signing this Agreement;
  - 4.14. To immediately advise the BICL 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(s)
5. **No Performance Guarantees; Indemnification; Hold Harmless.**
- 5.1 The Client acknowledge that this Agreement is based on the BICL best efforts, knowledge and expertise in connection with the BICL scope in Section 2 and responsibilities in Section 3. The Client acknowledges that the granting of a visa or status and the time required for processing Application(s) is at the sole discretion of the country where applied to government and not BICL;

- 5.2 The Client hereby understands and agrees that visa approved is solely the responsibility of government bodies handling of immigration/non immigration matters from country to country; for this reason, it is impossible to guarantee or know whether the Client will qualify for the Application(s). The Client hereby agrees to indemnify, defend, and hold harmless the BICL, its designees and affiliates, and their respective officers, directors, employees, representatives, members, and agents (collectively, the "BICL Releases") should the entering of this Agreement not result in the qualifying for the Application(s) or should an issue arise with monetary transactions related to the Application(s);
- 5.3 The above mentioned obligations of the Client to identify, defend and hold the BICL Releases harmless shall survive any termination of this Agreement; and
- 5.4 The Client hereby understands that the BICL is not responsible for any delay caused by the Country where applied to or the Client. If the country where applied to or the Client refuse to complete their scope, this would conclude this Agreement to be complete and fees that were provided to the BICL shall be deemed earned and not refundable.

6. **Billing method.** The Client will be billed by a flat fee with payment by milestones. The details of this billing method are as follows:

- 6.1 The BICL will charge all associated fees indicated in Section 7 based on the milestones included in Section 8;
- 6.2 The BICL can only accept payment from the Client Bank transfer, Cash payment and Payment deposit slip;
- 6.3 The Client agree to pay all disbursements incurred on his/her behalf to the BICL upon rendering an account for same, without regard to the success of their Application(s). Disbursement include, but are not limited to, all long-distance telephone calls, fax and photocopy charges, postage and courier charges, visa fee, translation services and other fees; and

7. **Payment Terms and Conditions.** The Client agrees to pay all fees based on the following terms:

FEES	
Professional Fees:	
Disbursements:	
Harmonized Sales Tax (13%):	
Government & Provincial Fees:	
Third-Party Fees:	
<b>Total Professional Fees:</b>	
<b>Total Gov/Third-Party Fees:</b>	
<b>Grand Total:</b>	
GENERAL PAYMENT TERMS	
<ul style="list-style-type: none"> <li>- Government and provincial fees are subject to change and the Client is responsible to pay the correct fee amount at the time payments are to be made.</li> <li>- Government, provincial, and third-party fees are invoiced &amp; <u>paid by the Client separately</u> prior to filing the Application(s).</li> <li>- Disbursement are invoiced &amp; <u>paid by the Client separately</u> upon service execution.</li> <li>- The Client is responsible for all medical examination fees and police clearance report fees <u>paid directly to the entities/authorities</u> providing the service.</li> </ul>	

8. **Payment Schedule.** All payments are **exempt** of 13% HST taxes which is highlighted in Section 7.

Payment #1 – Paid upon signing the Agreement	
All bank wiring/ transfer instructions will be provided upon signing the Agreement.	

9. **Refund Policy.** The Client acknowledges that the granting of a visa or status and the time required for processing this Application(s) is at the sole discretion of the government of country where applied to and not the BICL.
- 9.1 Regardless of the outcome of the Application(s) or the purpose of retaining the BICL's services, any amount of Professional Fees already paid for the work performed and services rendered will stand **non-refundable**. Any Professional Fees paid for work not performed will be refunded. Please note that the Professional Fees are process, the BICL's expertise & experience, the BICL's time, the BICL 's efforts and the work involved, **NOT the result/outcome;**
- 9.2 If, however, the Application(s) is denied due to an error or omission on the part of the BICL or her professional staff, the BICL will refund all Professional Fees Collected. The Client agrees that the Professional Fees paid are for services indicated in Section 2 and Section 3, and any refund is strictly limited to the amount of Professional Fees paid; and
- 9.3 The BICL will not refund any Professional Fees charged and shall be entitled to full payment of the Professional Fees as per this Agreement if any of the following occurs:
- 9.3.1. The Client does not cooperate in filling the Application(s)
- 9.3.2. The Application(s) is withdrawn by the Client at any stage;
- 9.3.3. The Application(s) gets rejected due to false information, misrepresentation, fraud, medical or security inadmissibility or failure by the Client to adhere to the terms and conditions of this Agreement;
- 9.3.4. The Application(s) gets rejected due to Client's withholding relevant information at any time during the processing of the Application(s) or at the time of interview with a visa officer at a country where applied to, consulate, or port of entry;
- 9.3.5. The Client does not cooperate in the finalization of the Application(s) and its Requirement;
- 9.3.6. The Client fails to satisfy the immigration officer of her age, educational level, occupational experience, qualifications, language abilities, or truthfulness of information submitted; or
- 9.3.7. The Application(s) gets rejected for breaches of security, criminal convictions or pending charges
10. **Dispute Resolution Related to the Code of Professional Ethics.** In the event of a dispute related to the Code of Professional Ethics, the Client and BICL 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 BICL and allows the BICL thirty (30) 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 BICL on their website: <https://www.biggerinternationalconsult.com>  
All complaint form must be signed.
11. **Confidentiality.** All information and documentation reviewed by the BICL, required by BICL, required by BICL and all other governing bodies, and used for the preparation of the Application(s) will not be divulged to any third party, other than agents and employees, without prior consent, except as demanded by law. The BICL, and all agent employees of the BICL, are also bound by the confidentiality requirements of Article 8.1 and 8.5 of the Code of Professional Ethics. The Client agrees to use of electronic communication and storage of confidential information. The BICL will use her efforts to maintain a high degree of security for electronic communication and information storage.
12. **Force Majeure.** The BICL's failure to perform any term of this Retainer 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.

**13. Change Policy.** The Client acknowledges that if the BICL is asked to act on the Client's behalf on matters other than those outlined above in this Agreement, or because of a material change in the Client's circumstances, or because of material facts not disclosed at the onset of the Application(s), or because of a change in government legislation regarding the processing of immigration-related Application(s), the Agreement can be modified accordingly.

**14. Disclaimers.** The Client hereby understands and acknowledges the following:

- 15.1. The Client is free to seek independent counsel to review this Agreement prior to entering into this Agreement and will be afforded a reasonable opportunity to seek such independent legal counsel;
- 15.2. The BICL has the right to outsource any parts of this Agreement to other professional entities to complete the BICL's duties indicated in Section 2 and Section 3; and
- 15.3. The BICL has the right to seek advice and assistance from other professional entities in order to complete the BICL's duties indicated in Section 2 and Section 3.

**15. Independent Contractor Relationship.** The BICL's relationship with the Client is equivalent to that of an independent contractor. Nothing in this Agreement is intended to, or should be interpreted to create a partnership, agency, joint venture or employment relationship. The BICL is not permitted to make any representation, contract, or commitment on behalf of the Client unless there is request by the Client in writing. The BICL is solely responsible in filling all tax returns and payments that are required to be filled with or made to any federal, provincial or local tax authority with respect to the BICL's performance of services and receipts of Professional Fees under this Agreement in a timely basis. No part of the BICL's compensation will be subject to withholding by the Client for the payment of any social insurance, federal, provincial, or any other payroll taxes.

**16. Termination**

- 17.1. This Agreement is considered terminated upon completion of tasks identified under Section 2 and Section 3 of this agreement;
- 17.2. This Agreement is considered terminated if material changes occur to the Client's Application(s) or eligibility, which make it impossible to proceed with services detailed in Section 3 of this Agreement, upon at least thirty (30) days prior notice from the other party to such effect, which breach continues un-remedied beyond such thirty (30) days period;
- 17.3. A period of ten (10) calendar days after the Effective Date passes without the BICL having received the Professional Fee, as set forth in Section 6, Section 7, and Section 8;
- 17.4. The Client does not adhere to the Responsibilities set in subsection 4.1 and does not meet any of the deadlines set for corresponding with the BICL and/or providing documentation to the BICL pertaining to Client's Application(s), qualifications and/or credentials;
- 17.5. This Agreement may be terminated, upon writing by the Client, at which time any unearned/non-invoiced outstanding Professional Fees or Disbursements will be remitted by the Client to the BICL;
- 17.6. Pursuant of Article 14 of the Code of Professional Ethics, this Agreement may be terminated, upon writing, by the BICL, provided withdrawal does not cause prejudice to the Client; and
- 17.7. The date the Client provides written notice to the BICL that the Client does not want to submit the Application(s) or would like to withdraw the Application(s) from further consideration. The Client agrees to pay the full agreed amount of this Agreement if he/she does not submit or withdraw the Application(s) and that no refund will be due or applicable. In cases where the Application(s) is not submitted or withdrawn, the balance due shall become payable forthwith. The Client agrees to pay all outstanding Professional Fees and disbursements incurred on his/her file if he/she terminates the Agreement.

**18. Validation**

- 18.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiation, discussions, whether oral or written, of the parties except as specifically set forth herein;
- 18.2. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns;
- 18.3. This Agreement may only be altered or amended when such changes are made in writing and executed by parties hereto;
- 18.4. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement shall be held unenforceable by any court of competent jurisdiction, such provision shall be served from this Agreement, and the remaining provisions shall remain in full force and effect.
- 18.5. The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in this Agreement;
- 18.6. Each of the parties hereto shall do and execute or cause to be done or executed all such further and other things, acts, deeds, documents and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectively;
- 18.7. The Client acknowledges that he/she has had sufficient time to review this Agreement and has been given an opportunity to obtain independent legal advice and translation prior to the execution and delivery of this Agreement. In the event the Client did not seek independent legal advice prior to signing this Agreement, he/she did so voluntarily without any undue pressure and agrees that the failure to obtain independent legal advice shall not be used as a defence to the enforcement of obligations created by this Agreement. Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms; and
- 18.8. The Client acknowledges that he/she has requested that the Agreement be written in the English language.

**19. Contact Information.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when delivered (personally, by courier service such as Federal Express, DHL, etc.), when sent by electronic facsimile, or seven days following the day when deposited in the client's mail, registered or certified air mail, postage prepaid, return receipt requested, to the addresses set forth below or such other address as either party may specify in writing.

20.1 If to the Client/Designate

Name: ..... Nationality: .....

Address: .....

Telephone: ..... Cellphone: .....

Email: ..... Signature: .....

20.2. If to the BICL

Name: ..... Company: .....

Address: .....

Telephone: ..... Direct: .....

Email: ..... Signature: .....