

## IMMIGRATION VISA PROCESSING AGREEMENT

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This deed of IMMIGRATION VISA PROCESSING AGREEMENT is made and executed on 31-Jan-2019 day, at Hyderabad between:

### **BRIGADE OVERSEAS CAREERS CONSULTANCY SERVICES PVT LTD,**

Registered office at #3rd Floor, Down town mall, Lakdi Ka Pul, Hyderabad, Telangana India.

AND

**Mr/Ms** : Shobana Srinivasan

**S/O, D/O** : Muthu.K

**Age** : 34 Years

**Occupation** : 2171 Information systems analysts and consultants

**R/O** : A-16-2 Block A, Gurney Heights Condominium, Jalan Bukit Keramat, Kuala Lumpur, Malaysia 54000

**Services Opted:** Express entry program **2019-20**

**Amount Paid:** 55,000

**Due Payment:** 00

**Due Date:** NA

Hereinafter BOCCS is referred to "First Party" and Client is referred to "Second Party".

Whereas First Party is into Migration and Education consultancy services to countries such Canada, Australia, Denmark, Hong Kong etc, offering integrated package of services to students/clients who wish to study/settle abroad for Education/migration.

Whereas Second Party is the student/immigrant who intend to apply for Express Entry Program and approached the First Party for processing.

AND

Whereas First Party agreed for the same on the following:

### **Terms and Conditions: Services**

#### **1. Immigration Visa Processing**

- A) BOCCS would assist and guide you towards getting the visa for the respective country. However, we do not promise or guarantee that the visa would be granted for sure as the final decision is that of a visa granting authority.
- B) A document checklist would be provided keeping in view the requirement of respective Embassy/High Commission etc.
- C) A Case Officer would be appointed for processing the documentation part and assist you with preparing a file.
- D) Post filing for a Visa, you would be provided regular update & about the status of the visa.
- E) Job Search: BOCCS would be helping you with Job assistance by creating the applicant's job bank account after submitting the EOI application. We will apply for all matching jobs of your profile for one month from the date of job bank registration. BOCCS doesn't guarantee you job/responses.

F) Whilst BOCCS Visas and its Consultants endeavour to offer the best possible advice; immigration laws, policies & fees are subject to frequent change without notice and no responsibility is accepted for any errors arising due to same.

G) BOCCS does not and cannot make any guarantees in context of approval or validity of any visa application made by you or by BOCCS on your behalf. The power to grant or refuse visa applications vests solely with the Immigration Office / High Commission only.

H) BOCCS will assist you in a limited manner for filing application based on the information or documents provided by you and will not provide taxation, business, accounting, investment or other professional advice or services. BOCCS advises clients to seek separate independent professional advice regarding these matters.

I) For Canada the processing will be done by our case officer along with the immigration lawyer of Canada we work with.

J) BOCCS shall provide you with the services only for the duration of one year that is from the date of initiating the process the contract will lapse immediately on the maturity of the service period.

## **2. Communications**

A) When you visit BOCCS, send e-mail(s) to us or communicate with us through any other mode(s) of communication; you agree that all such communications (including agreements, notices, disclosure, etc.) satisfy all legal requirements to be in writing.

B) We will communicate with you by e-mails or any other mode of communication. If you do not respond to any communication related to the provision of the service within two (2) working weeks, BOCCS have the right to terminate the services.

C) While BOCCS try its best to expedite case file to the respective Embassy/VFS etc as soon as possible, but it's also important to note that we take between 15-30 days to review all documents, after the client submit the entire documents before submitting the file either manually or Online. Client agrees that he/she would not insist/put pressure to submit file which only would hamper visa acceptance chances.

D) Once a client enrolls for process, he/she is expected to submit the signed agreement in 5 days time from the date of registration. Failure to do so, would invite additional charges/termination of services, which ever BOCCS management feels appropriate.

E) Once a client enrolls for process, he/she is expected to submit the basic documents (IELTS reference number and courier us the sealed transcripts) in 60 days time from the date of registration. Failure to do so, would invite additional charges/termination of services, which ever BOCCS management feels appropriate.

F) BOCCS doesn't deal in any fraudulent documents including education, fund maintenance, work experience, etc.

Client agrees with BOCCS or any of its employees is not involved (directly or indirectly) in which ever manner possible for the same.

## **3. Assessment**

A) 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.

#### **4. Guarantee of Visa**

A) We are not part of any Immigration Office / High Commission. We are a private company and we do not have the authority to grant you a visa of any kind. We can only assist and advice people who want to migrate or travel to their selected country. Please note that the final decision on all visa applications rests with the relevant Immigration Office / High Commission in each respective country.

#### **5. Fees Payable**

A) Our fee does NOT include other costs which are part of the migration process such as Immigration application lodging fees, medical and police checks, translation of documents, etc. As part of the Service (s) which is/are provided to you, an approximate indication of the fees which form part of the process will be set out for you, together with clarification as to when these costs are due.

**Refund Policy:** BOCCS services are best aimed to get the approval of visa. But in an unlikely situation of the visa rejection, the below refund would be provided.

**100% refund paid to BOCCS Visas, as processing fees.**

#### **In case the visa is rejected based on below points**

A) Points Based System: We evaluate your profile and allot points after which if the visa is rejected for scoring less point than the requirement.

B) However, we do not guarantee any client about getting an ITA (invitation to apply as it is the independent decision of the Immigration commission)

C) The documentation submitted to the embassy is considered as inappropriate filing after getting an ITA we refund the consultancy fee.

D) In case of CAP closures or any changes in eligibility criteria of PR process or in any change of rules in PR process before or after file submission, we will keep your profile on hold and wait for next notification from respected authority regarding process till your agreement maturity date.

#### **100% non-refundable for the following reasons**

A) If you sign up the service & change your mind later and decide to withdraw.

B) If you do not wish to continue with our services for personal reasons.

C) If you fail to submit the required documents within 60 days of sign up

D) Failure to provide required documents within 60 working day, then First Party has right to place the case on temporarily hold, and even after temporary hold, if the Second Party do not submit the required documents to file the application, then First Party has right to close the case Permanently.

E) The job bank profile promotion service doesn't guarantee profile selection by employers, however BOCCS will put their best efforts to get a response in case there is no response the refund clause is not applicable and client cannot claim for refund.

F) In case of negative result being delivered by WES department as the educational

Documentation approval is there independent decision.

G) In case of any candidate is unable to reach the respective IELTS benchmark as required.

H) In case in case the rules are changed by the respective immigration agencies or closure of cap, however, you can shift to a different process if clients profile is qualified.

I) 100% non-refundable if failure of medicals by the client or his or her family members included in the application.

J) Failure to provide a genuine Police Clearance Certificate, which is not less than 6 months old.

K) Failure to prove sufficient funds for settlement or maintenance by the client or his or her family members included in the application.

L) Submission of fraudulent documents.

M) Process conversion is eligible if at least 80% of the documents are submitted within 2 months from the date of signup.

N) Prior violation of any immigration or visa law by the client or any of his or her family members included in the application.

O) Late submission of any additional documents requested by the consulate at a later stage.

All the refund cases would be cleared with in 90 days. To claim refund, the rejection letters (including letter after re-appeal) needs to be produced.

**6. Due Payment:** All due payment needs to be cleared on the date mention on the agreement copy. Failing to do so would attract a penalty up to 10,000 INR or closure of file at BOCCS.

### **Duration of Agreement**

BOCCS Visas shall provide you with for the duration of one year that is from the date of initiating the process the contract will lapse immediately on the maturity of the service period

### **7. Complaints**

A) In case the user has any complaint(s) regarding our services or processes then he/she can approach us and register the same. BOCCS Visas Complaints are handled by a team dedicated to resolving the queries and issues of clients regarding BOCCS. This team makes sure to cater to complaints in best possible manner and provide solutions which result in best services to clients.

B) Only genuine complaints are dealt by our team. BOCCS Visas Complaints which are not genuine and are a result of client's own negligence, misunderstanding or fault is not catered by BOCCS. Such non genuine complaints can be rejection of visa which can be due to non submission of documents from client's side, absence of client on interview date at immigration office, resulting in visa rejection etc. In such cases, BOCCS Visas will not be responsible and complaints relating to these will not be adhered.

C) BOCCS has divergence team which looks into the refund cases. And Client agrees that under no circumstance would take help of any media and is bound by this agreement refraining the client from postings any defamatory or derogatory contents on websites (consumer court, mouth shut etc), internet blogs, social media or any other platform that shall bring any disrepute to the brand image of BOCCS and the same shall be dealt with strict manner in appropriate court of law.

## 8. Online Payments

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.

This agreement is made on this day, month and year first above mentioned and the parties to this deed have put their signatures at their free will and consent and after going through all the terms and conditions before the following witnesses.

**Amount Paid:** 55,000

**Due Payment:** 00

**Due Date:** NA



Signature of Client / Applicant

Signature of Consultant

## WITNESSES

**First Party:**

1.

1.

**Second Party:**

2.

2.