

# **GUIDE FOR DEVELOPING YOUR SERVICE AGREEMENT**

**Version: YEAR-2024**

*This Guide for Developing Your Service Agreement provides general guidance and references the relevant requirements under the Code of Professional Conduct (Code) and the Retainer Agreement Regulation for Regulated Canadian Immigration Consultants (RCICs). It should be read in conjunction with the Code and the Retainer Agreement Regulation. It should NOT be duplicated in its entirety and relied upon as a standalone agreement or complete template. Rather, RCICs should refer to this document when drafting the terms and conditions of their service agreements with their clients.*

*\*\*Instructions provided in parentheses (in purple) and footnotes are guidance for the RCIC and should not be included in any final service agreement.*

*(Start the service agreement by including the agreement date, purpose, and parties.)*

This service agreement is made on day \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_

between

“the client”<sup>1</sup> *(Include full name of client, home address, personal telephone number, email address, and, if applicable, business information. The RCIC is to confirm this information and seek corroboration where possible.)*

and

“the RCIC”<sup>2</sup> *(Include the RCIC’s name, College ID number, address, telephone number and email address.)*

This service agreement contains terms and conditions the RCIC will follow in providing immigration and/or citizenship services to the client.

The RCIC is licensed and regulated by the College of Immigration and Citizenship Consultants (College).

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<sup>1</sup> Code s.24(3)(a)

<sup>2</sup> College Act s.10, Code s.24(3)(a)

Client initials \_\_\_\_\_

Both parties agree to the terms of this service agreement and understand and accept the responsibilities and obligations outlined in it. The parties agree to the following General Provisions.

## General Provisions

*(Note: the general provisions of the service agreement are set out in section 24 of the Code and are mandatory in all service agreements.)*

### Summary of Preliminary Advice<sup>3</sup>

*(Include here a summary of any preliminary advice given to the client by the RCIC. Reference to Initial Consultation Agreement where applicable.)*

### General Provisions

*(The service agreement must include a statement about how the RCIC will endeavour to provide quality services and adequately supervise people who assist the RCIC.)*

The RCIC commits to providing the client with quality immigration and/or citizenship services and to adequately supervise any person who assists with these services.<sup>4</sup>

The following are the names of people who are likely to assist the RCIC in the provision of the services:<sup>5</sup>

*(List names and the nature of the services they will provide under this service agreement. Firms that employ multiple RCICs must ensure that the RCIC who is primarily responsible for providing services to the client signs the service agreement.)*

When necessary, the RCIC will obtain assistance from other professionals or services, including retaining the services of an interpreter or translator. The RCIC will keep the client informed of any additional assistance the RCIC obtains.<sup>6</sup>

*(Written consent from the client is required to ensure the client is informed of other professionals and services to be provided and to comply with confidentiality obligations. Where additional fees are involved, written consent outlining the additional fees is required.)*

*(RCICs are required to provide a copy of the Code to the client.)*

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<sup>3</sup> Code s.24(3)(c)

<sup>4</sup> Code s.24(3)(d)

<sup>5</sup> Code s.24(3)(e)

<sup>6</sup> Code s.24(3)(u)

The RCIC is obligated to provide professional, ethical, and competent services as per the Code of Professional Conduct of the College. A copy of the Code has been provided to the client(s). <https://laws.justice.gc.ca/eng/regulations/SOR-2022-128/index.html> <sup>7</sup>

*(The RCIC must identify the official language of Canada, either English or French, in which the services will be provided. This does not preclude the RCIC and client also agreeing to communicate directly with each other in another language. However, the RCIC is reminded that the service agreement must be written and executed in either the English or French language. RCICs may also provide a translation of the service agreement in the client's preferred language.)*

The RCIC will provide services in \_\_\_\_\_ language.<sup>8</sup>

*(Any original documents provided by the client to the RCIC will be returned to the client as soon as the purpose for which the RCIC took possession of the documents has been achieved.)*

*(The client should be notified when their documents are submitted and when a response is expected to be received. The client should be informed of all progress occurring in their case. How the RCIC will communicate with the client, either in writing, by telephone, or in person, should be included in the service agreement.)<sup>9</sup>*

The RCIC will return any original documents that the client provides to the RCIC as soon as the purpose for which the documents were taken is completed or when the documents are no longer needed.<sup>10</sup>

The RCIC will provide the client with timely updates on the status of the client's case, including when new information, requests or decisions are made by the relevant government department or when key stages (i.e., milestones) in the application process have been completed.<sup>11</sup>

The RCIC will provide the client with a signed copy of this service agreement.<sup>12</sup>

## **Services to be Provided**

*(Outline here the main services to be provided to the client.)*

The RCIC will represent the client and act on the client's behalf on the following immigration and/or citizenship categories and programs:<sup>13</sup>

<sup>7</sup> Code s.24(3)(x)

<sup>8</sup> Code s.24(3)(s)

<sup>9</sup> Code s.22(3)

<sup>10</sup> Code s.24(3)(p)

<sup>11</sup> Code s.24(3)(t)

<sup>12</sup> Code s.24(4)

<sup>13</sup> Code s.24(3)(g), s.5.1(d) of the Retainer Agreement Regulation (RA).

*("Sponsorship" is not a full description of what work is to be done; Permanent Residence Application under Family Class and/or Spousal application from within Canada would be a more appropriate description.)*

The scope of services and major steps in the process will include:<sup>14</sup>

*(List the scope and major steps of the services to be provided by the RCIC and the estimated and realistic timeframes, noting that the RCIC is not in control of processing times once the application or claim is submitted. The RCIC must clearly outline and explain to the client when and how the RCIC will be communicating updates, sharing government communication, and other key information with the client. To avoid miscommunication and conflict, provide clients upfront, an itemized list of services that are tailored to their requirements and adhere to the timeframe outlined in the agreement.)*

The estimated timeframes for the delivery of services are as follows:<sup>15</sup>

*(The client must be advised of the estimated timeframe for the RCIC to respond to the client's communication and any status of the delivery of services that are under the control of the RCIC. Timeframes that are uncertain and/or out of the RCIC's control such as government processing times and approvals should be identified in the service agreement. However, it is the responsibility of each RCIC to ensure that clients are provided with realistic timeframes and reminded that timeframes may change at any time as it is IRCC that controls them. RCICs should not commit to any marketing or promotional materials that use timeframes outside of their control (e.g., "we provide faster visa approvals").*

## **Client Instructions**

The client has also provided the RCIC the following instructions:<sup>16</sup>

*(Include any instructions given to the RCIC by the client that are specific to the client's needs. This section may include any additional, specific instructions such as instructions the client has provided. This section should include the client's direction on who can receive file updates or communicate with the RCIC on the client's behalf. In this case this section shall include the full name of the individual and description of what kind of access they may have.)*

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<sup>14</sup> Code s.24(3)(h), s.44(1), s.44(2)

<sup>15</sup> Code, s.24(3)(h)

<sup>16</sup>Code s.24(3)(f), RA s.5

## Billing method/Payment Terms and Conditions

*(Outline how the client will be billed. The client can be billed for professional services provided by the RCIC either by a flat fee method using payment by milestones OR by the hour. The RCIC must choose one method, both methods cannot be used for the same client in the same service agreement.)*

The client will be billed by [flat fee or hourly] method. (choose one)<sup>17</sup>

*(Include the total cost if billed by flat fee or hourly rate and anticipated number of hours.<sup>18</sup>*

*If billing by flat fee, include the chronological list of milestones and the professional fees earned when that milestone is completed. If billed hourly, include the schedule of payments and approximate number of billable hours required for each milestone.<sup>19</sup>*

*If advanced payment, previously known as a 'retainer', is collected, include the amount of advanced payment with a statement that funds will be deposited and held in the RCIC's client trust account until earned.<sup>20</sup>*

*RCICs are reminded that only earned fees can be withdrawn from the client account and considered non-refundable. Withdrawn fees must also correspond to the services outlined above. The RCIC cannot switch from a flat-fee arrangement to an hourly structure for the same service. For example, where a client pays \$5,000 flat fee for a process, then wishes to withdraw and terminate the agreement midway, and requests a refund of unearned fees, the RCIC cannot switch to an hourly rate and provide the client with an hourly breakdown of hours spent on the file. Rather, the RCIC must provide an itemized list of services provided to the client that correspond with the intermediate steps or milestones listed in the service agreement and return any unearned fees.*

*Providing the client with comprehensive information in this section is critical. Doing so helps your client understand the process and services you will provide and will play a crucial role in establishing what fees are owed or should be returned in the event of a dispute or a withdrawal of representation for any reason.*

*Each service agreement should be tailored to each client and each process. The following is an example of how the required information may be organized if you are using a milestone/flat fee model.)*

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<sup>17</sup> Code s.24(3)(i), RA s.9.1(a)

<sup>18</sup> Code s.24(3)(i), RA s.9.1(a)

<sup>19</sup> Code s.24(3)(i)

<sup>20</sup> Code, s.32, s.24(3)(m)

<b>Milestone</b>	<b>Amount Due</b>	<b>What is included in this milestone?</b>	<b>Timeframe notes:</b>
<i>Action or event that marks the completion of that stage, which once achieved, means the RCIC has 'earned' that fee, which then triggers the invoice and payment process and the relevant payment deadlines (e.g., once milestones are met, the client must pay within 30 days, or in the case of advanced fees (retainer), the RCIC will send the client an invoice within 30 days)</i>	<i>The fee amount and applicable taxes that are earned by reaching this milestone</i>	<i>A description of steps and services that lead up to this milestone</i>	<i>Include timeframe notes as applicable:  e.g. Once file is submitted the RCIC is not in control of processing times.  e.g. RCIC commits to responding to client inquiries within 48 hours of receipt.  e.g. RCIC commits to providing file updates/government correspondence within 48 hours of receipt</i>

*(Include expenses such as courier, postage, telephone/fax charges, translation of documents, unforeseen government fees, etc. incurred by the RCIC that will be billed to the client. Disbursements can be added to the above fees. Invoices and receipts must be provided to the client. Should disbursements exceed the estimates agreed to in the service agreement, the RCIC will inform the client and obtain the client's agreement in writing prior to incurring the disbursement.)*

The estimated costs for additional expenses and a description of expected disbursements to be added to the fees.<sup>21</sup>

*(If no tax is paid indicate 'not applicable'.)*

Professional fees are subject to applicable sales tax, include jurisdiction and corresponding tax rate.<sup>22</sup>

*(RCICs must list any interest on unpaid amounts and any administrative fee (optional) they intend to charge for processing a client-initiated discharge of representation and/or early termination of this service agreement.)*

<sup>21</sup> Code s.24(3)(j), s.31(3), s.33, RA s.13, RA s.9.1(g)

<sup>22</sup> RA s.9.1(c), s.24(3)(k)

Description of the terms of payment for fees and disbursements, including any interest payable on unpaid amounts.<sup>23</sup>

*(Requirements for payment of fees and disbursements are prescribed in the Client Account Regulation.)*

### **Government fees**

*(Outline here any additional government fees that would be included as disbursements.)*

The client is responsible for payment of all fees charged by the Canadian government for application processing. These fees are payable, directly to the Canadian government, when an application is being submitted. Refer to the following webpage for up-to-date list of applicable fees <https://www.cic.gc.ca/english/information/fees/fees.asp>. Government fees are subject to change without notice. Describe any additional or unpredicted government fees that would be included as disbursements.<sup>24</sup>

*(Please note that after RCICs have provided services or made disbursements, they must first invoice their client before withdrawing funds from their client account.)<sup>25</sup>*

*(Please note that RCICs are prohibited from charging foreign workers/students for any recruitment services, in accordance with the Code and provincial legislation.)*

Out of Scope/Additional Work: should additional fees be required, an amendment to the service agreement will be agreed upon and signed by the RCIC and the client **prior** to start of the additional service.<sup>26</sup>

### **Terms of Payment<sup>27</sup>**

*(Outline how the client should pay and any applicable terms of payment.)*

The terms of payment for fees and disbursements, including any interest payable on unpaid amounts are as follows:<sup>26</sup>

*(The RCIC should include interest on unpaid amounts and any reasonable administrative fees, if applicable, that the RCIC may charge for processing a client-initiated discharge of representation and/or early termination of this service agreement.)*

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<sup>23</sup> Code s.24(3)(j)(k)(l)

<sup>24</sup> Code s.24(3)(n)

<sup>25</sup> Code s. 32(f)

<sup>26</sup> Code s.24(5), RA s.7

<sup>27</sup> Code s.24(3)(l)(n), RA s.5.1(e-j)



The client agrees to the above payments amounts and schedule, including applicable interest/or late fees agreed to by the client and the RCIC. Any special payment arrangements mutually agreed upon by the client and the RCIC will be identified in this service agreement.

## Refund Policy<sup>28</sup>

*The RCIC's refund policy must be included in the service agreement.*

*(The RCIC must uphold section 5 of the Code: Duty of Loyalty at all times. This obligation means that the RCIC is committed to the client's cause, advocates for the client and acts in the client's best interest, including in situations where the client's interests may conflict with those of the RCIC. Specifically, the RCIC must only complete and charge for work that is relevant to the client's cause and necessary at that point of the client's immigration process. The RCIC shall not complete unnecessary work simply to charge fees. For example, the RCIC shall not complete and charge for a permanent residence application prior to receiving the necessary ITA. Where an agreement is terminated, only work completed prior to the termination should be considered as earned.*

*Assessing a client's eligibility for a program/process is a crucial first step that the RCIC must complete. The RCIC should in their initial meetings/consultations with clients, conduct a thorough assessment of their client's circumstances and eligibility prior to any further work being done. The RCIC must outline to the client the relevant eligibility criteria, any criteria that can change and are time-sensitive, and which criteria the client can take measures to improve (e.g. language abilities).*

*The RCIC should propose the most efficient and cost-effective strategy for their clients, not the strategy that simply prioritizes the RCIC's financial gain and/or preferences. RCICs are responsible for any unwarranted work completed owing to a failure to identify and address the client's ineligibility. Where the RCIC has incorrectly assessed the eligibility of the client and proceeded with working on the unnecessary application, the client should not be charged for that work, unless the client omitted critical information or provided incorrect information.)*

In the event of termination of this service agreement, the client will receive an itemized statement of account outlining the amounts received and the services which have been provided, and an invoice for any outstanding amounts for services rendered or disbursements made. Any unearned fees will be returned to the client.<sup>29</sup>

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<sup>28</sup> Code s.24(3)(m), RA s.17

<sup>29</sup> Code s.36

## Disputes

(The service agreement must outline the process for a client to make a complaint.)<sup>30</sup>

In the event of a dispute between the client and the RCIC where a resolution cannot be reached, the client is to present the complaint in writing to the RCIC and allow the RCIC to respond to the client promptly in a timely manner.

## Unexpected Termination of Service

(The RCIC must provide the client with an explanation of what will happen to the client's file in the event the client is unable to contact the RCIC and has reason to believe the RCIC may be dead, incapacitated or otherwise unable to fulfil their duties.)

In the event that the RCIC becomes incapacitated or is otherwise unable to continue providing services under this agreement, an explanation of what will happen to the client's file must be included in the agreement.<sup>31</sup>

## Confidentiality

(Include a statement in the service agreement that the RCIC owes an obligation of confidentiality to the client.<sup>32</sup> The RCIC must comply with the confidentiality sections of the Code of Professional Conduct and keep all information related to a client or former clients confidential and must maintain the confidentiality of that information indefinitely.)

In the event the client wishes another person or family member to be able to access information on a file, the client must file a written authorization with the RCIC, naming the person who has express permission to access the information.<sup>33</sup>

## Complaints about the RCIC's Professional Conduct

If the client has a concern that the RCIC has not fulfilled their obligations under the Code of Professional Conduct the client may follow the complaint procedure outlined by the College on the website under the heading "File a Complaint" <https://college-ic.ca/protecting-the-public/complaints-process>.<sup>34</sup>

The RCIC must provide the client with a description of the College's role as the RCIC's regulator<sup>35</sup> and the College's complaints process.

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<sup>30</sup> Code 24(3)(r)

<sup>31</sup> Code s.24(3)(y)

<sup>32</sup> Code s.24(3)(q)(w)

<sup>33</sup> Code s.28(2)

<sup>34</sup> Code s.24(3)(v)

<sup>35</sup> Code s.24(3)(y)

## Contact information for the professional regulator

The College of Immigration and Citizenship Consultants  
 5500 North Service Road, Suite 1002  
 Burlington, Ontario, L7L 6W6  
 Toll free: 1-877-836-7543

## Amendments to the Service Agreement

This service agreement may only be altered or amended when such changes are made in writing with the consent of both parties, signed and dated by the RCIC and the client.<sup>36</sup>

## Signatures

IN WITNESS WHEREOF this service agreement has been duly executed by the parties (RCIC and client) on the date first above.

\_\_\_\_\_  
 Full name and Signature  
 Client

\_\_\_\_\_  
 Full name and Signature  
 RCIC

\_\_\_\_\_  
 Date of Signature

\_\_\_\_\_  
 Date of Signature

\*Note - digital signatures are legally recognized by the federal *Personal Information Protection and Electronic Documents Act* (PIPEDA) and in legislation enacted in all provinces and the By-law 2021-2, s.1.1.(aa).

*(The general provisions of the service agreement described above are mandatory requirements to be included in all service agreements. The requirements of the Code of Professional Conduct and the Retainer Agreement Regulation include the basic requirements for the terms of a service agreement. With the consent of the RCIC and the client, additional terms can be added to customize the service agreement to meet the client's needs.)*

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<sup>36</sup> Code s.24(5)