

AUKSUN CONSULTANTS

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## SOP – STUDENT-CLIENT RETAINER AGREEMENT



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Dear Student-Client,

Thanks for providing us your details for assessment for your Higher Education in Italy

You will be happy to note that we have initially accepted your case for Italian Education based on our initial assessment under the Student Outreach Program.

We would inquire more information about your portfolio subsequently. Your case should be processed highlighting your educational portfolio and pursuit for higher education.

If you agree to acquire our services, we will prepare your case in meeting the qualifying criteria. Your case will be drafted in our office and filed from your country of citizenship or residence.

Under the SOP program, we process all your documentation for submission to Italian Institutions and the Consulate Office for Italy. We provide guidance and information to you on interview procedure, admission tests, travel plans, accommodation, scholarship and funding opportunities, and degree programs selection, among other related areas.

Our consultancy fees in your case will be as detailed in our Student-Client Retainer Agreement.

If in agreement, you are requested to please fill and sign the attached papers and send them back to us.

Regards,

AukSun Consultants Ltd. (Registered, [CICC Immigration Consultants](#))

Italy welcomes those who qualify the Italian Education procedures laid down federally and by various provinces.

[AukSunConsultants Ltd.](#)  
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Member: ICCRC  
Immigration Consultants of Italy  
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# SOP- STUDENT-CLIENT RETAINER AGREEMENT – AukSun Consultants

CICC Membership Number: R413215

Student-Client File Number: \_\_\_\_\_

This Retainer Agreement is made on date:

BETWEEN

AukSun Consultants, Italian Education Consultants (“AukSun-SOP”, “WE/Us”),

AND

Student-Client name \_\_\_\_\_ (the “Student-Client”,  
“You”, “Your”),

Email Address: \_\_\_\_\_

Tel/WhatsApp: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS AukSun-SOP and the Student-Client wish to enter into a written agreement which contains the agreed upon terms and conditions upon which AukSun-SOP will provide his services to the Student-Client.

AND WHEREAS AukSun is a member of CICC Immigration Consultants Regulatory Council in Canada; IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties agree as follows:

## 1. Definitions

The terms (the “Student-Client”, “You”, “Your”) & (“AukSun-SOP”, “WE/Us”) & and Italian University (“University”) shall have the meaning shown above and given to such terms in this Retainer Agreement.

## 2. AUKSUN-SOP Responsibilities and Commitments

The Student-Client asked AukSun representative/s, and AukSun-SOP has agreed, to act for the Student-Client in the matter of:

HIGHER EDUCATION APPLICATION FOR ITALY UNDER THE SOP

In the event additional services are required, a separate Retainer Agreement shall be completed pursuant to the Retainer Agreement Regulation.

Please refer to our terms and conditions below at the outset to undertake the scope of your instructions and confirm the basis upon which AukSun-SOP agrees to carry out and charge for this work in consideration of the fees paid and the matter stated above.

- a. The assessment of your credentials according to the applicable Education Ministry Admission Process Regulation, the Student Outreach bye-Law, and the applicable University policies.

Signed Initials: AukSun-SOP

Student-Client



- b. The preparation and presentation of your Education application accompanied by such information or materials to University Admission Authorities as AukSun-SOP consider appropriate.
  - c. The provision of written, video and, counseling information to prepare you for the personal interview with the University and Immigration authorities where required, as well as all such other matter as AukSun Consultants consider necessary to properly process the Student-Client's Education application.
  - d. [Pre-Admission Preparation](#) Facilitation / participation in preparation of your education and settlement in Italy.
  - e. The provision of other material and information such as emails, newsletter, books, brochures, videos, Education related counseling, education, accommodation etc. that AukSun Consultants consider appropriate for your settlement process.
  - f. Advise on the required documents, forms, and formalities, according to the applicable Law, Regulation and University policies.
  - g. Processing and filling of your credentials according to the applicable Law, the Education Regulation and the applicable University policies.
  - h. Process all your documentation for submission to Education Offices of the University.
  - i. Provide guidance and information to you on interview procedure, travel plans, accommodation, Education opportunities in your selected discipline and other related areas.
  - j. Information on Legalities required to be fulfilled before and after landing in Italy: Registration, Tax Code, Social Insurance and Medical etc.
  - k. Step-by-step guidance in settlement process, banking, traveling etc.
  - l. Settlement information, accommodation search in safe, comfortable and financially viable areas according to your needs, pocket, and desired contractual obligations.
  - m. Guidance on buying vehicles and driving training & licensing, insurance, registration and safety/emission requirements.
  - n. Assistance in buying computer, convenience shopping etc.
  - o. Immigration status while traveling abroad (Schengen, Asia etc.), after arrival in Italy.
  - p. Other:  
 .....
  - q. Other:  
 .....
  - r. Other:  
 .....
  - s. Other:  
 .....
- \*(Additional pages attached, if necessary).

You authorize us (AukSun Consultants) to take such steps and actions may be considered appropriate to facilitate your legal process for Education in Italy.



### 3. Student-Client Responsibilities and Commitments

Our preferred method of correspondence will be through emailing. You may however also use phone or WhatsApp. The Student-Client's financial obligations under this agreement will remain unaltered under such circumstance unless a new application is filed separately from this agreement and not covered in the scope of this agreement.

3.1 The Student-Client must provide, upon request from AukSun-SOP:

- All necessary documentation
- All documentation in English or Italian language, or with an English or Italian translation

3.2 The Student-Client understands that he/she must 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 or the retention of any status he/she may obtain. AukSun-SOP's obligations under the Retainer Agreement are null and void if the Student-Client knowingly provides any inaccurate, misleading or false material information. The Student-Client's financial obligations remain.

3.3 In the event the Immigration Authorities or the University should contact the Student-Client directly, the Student-Client is instructed to notify AukSun-SOP immediately.

3.4 The Student-Client is to immediately advise AukSun-SOP 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.

3.5 In the event of a Joint Retainer Agreement or [Refer-a-Friend Program](#), the Student-Clients agree that AukSun-SOP may share information among all Student-Clients, as required.

Furthermore, if a conflict develops that cannot be resolved, AukSun-SOP cannot continue to act for both or all of the Student-Clients and may have to withdraw completely.

3.6 Storage of Documents and Papers. When we complete the work concerned we shall, if requested, return to you all documents and other material loaned by you to us for the purpose of that work.

Our working materials, all correspondence between you and us and other materials generated by us in that work will remain our property. We will store our work electronically and will retain these materials, normally for a minimum of 07 years, after which we may delete them without reference to you.

#### 4. Billing method

You will be billed with flat fee payment. Our first installment fee is non-refundable and charged as agreed through this contract and as displayed through our website. The 2<sup>nd</sup> installment fee is subject to success in your application process. (Under exceptional circumstances can one request paying us in three equal Installments).

Fee is only payable in our designated bank account displayed on our website.

(<https://immigrate.auksunlms.com/payments>).



#### 4.1 Billing

Our invoices/bills contain a brief description of the work performed during each billable period but not a detailed narrative. If you require such a narrative or need any additional explanation, please let us know and we will be happy to provide it to you.

#### 4.2 Our Banking Information:

You may deposit our agreed Consulting service fee in any of the designated bank accounts in our agreement.

#### 5. Professional Fees

As a policy we can only hold the 2<sup>nd</sup> Installment of Student-Client money in form of Student-Client escrow account or Trust account.

All applicable University and Study Permit related fees etc., are to be borne by the Student-Client/s.

#### 5.1 Payment, Disbursements Terms and Conditions, Schedule stages:

Stage I) 1<sup>st</sup> Installment, €100 upon enrollment in the SOP Program and initiating your case as displayed through our website. (Non-Refundable).

Stage II) 2<sup>nd</sup> Installment, €2,400 upon Selection by an Italian University and before Study Visa Issuance by Italian Consulate. (Refundable).

The aforementioned stages are detailed as under;

Stage I: Initiating your case:

- Enrolment in the SOP process
- Assessment
- Completion of formalities.
- Preparation of Portfolio and ready for dispatch of your file.
- University Application.

Stage II: Acknowledgement, and any necessary requirements from University time to time

- Preparation of Student-Client for Travel, Interview preparation, Confirmation with Education Contacts
- Guidance in Education Plan ideas
- Completion of formalities
- Assistance in settlement planning and preparation
- Visa File preparation,
- Passport submission
- Completion of formalities
- Assistance in pre-arrival preparation

5.2 Applicable Taxes to be paid by the Student-Client. All fees are are charged at the start of each stage. If your agreement is annulled upon mutual consent or non-acceptance in the Stage I, the remaining 2<sup>nd</sup> stage of the Agreement will not be executed and hence not billed /charged to you. You shall instruct us to commence further process of your case, and make subsequent fee payments upon each stage.

Fee payment by post-dated cheques is discouraged.



## 6. Cessation of our instructions

We expect to continue to act for you until we finish the work concerned. Either you or we may bring instructions to an end at any time by informing the other. We will not do this without good reason. Examples include the creation of a conflict of interest, your requiring us to break rules of professional conduct, our determining that the relationship of trust and confidence does not exist between us, your failure to give us adequate instructions or paperwork and your failure to pay any amount due to us or provide monies on account of costs.

If either us terminates instructions, you must pay all fees due till each stage (shown above) and disbursements before termination or cessation, plus any further fees and disbursements for work necessary to transfer our files to you or another adviser of your choice.

## 7. Refund Policy

The Student-Client acknowledges that the granting of admission in a university or a study visa or status and the time required for processing this application is at the sole discretion of the government and not AukSun-SOP. Furthermore, the Student-Client acknowledges that 1<sup>st</sup> installment fee is not refundable in the event of an application refusal.

If, however, the application is denied because of an error or omission on the part of AukSun-SOP, you have the right to redress under clause 8.

## 8. Dispute Resolution Related to the Code of Professional Ethics

In the event a resolution cannot be reached, the Student-Client(s) are to present the complaint in writing to AukSun-SOP and allow AukSun-SOP 120 days to review and respond to the Student-Client.

### 8.1 Planned or unplanned absence

In the event You/Student-Client is unable to contact the Mentor and has reason to believe the Mentor may be dead, incapacitated, etc., the Student-Client should contact AukSun.

You/Student-Client agree to the use of electronic communication and storage of confidential information. We/ AUKSUN-SOP will use our best efforts to maintain a high degree of security for electronic communication and information storage.

## 10. Force Majeure

AukSun-SOP's failure to perform any term of this Retainer Agreement, as a result of conditions beyond other 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.

## 11. Change Policy

The Student-Client acknowledges that if AukSun-SOP is asked to act on the Student-Client's behalf on matters other than those outlined above in this Agreement, or because of a material change in the Student-Client's circumstances, or because of material facts not disclosed at the outset of the application, or because of a change in government legislation regarding the processing of applications, the Agreement can be modified accordingly.

## 12. Termination

Signed Initials: AukSun-SOP

Student-Client



12.1 **This Contract is valid for a term of 01-academic year.**

12.2 This Agreement is considered terminated upon completion of tasks identified under section 2 of this agreement.

12.3 This Agreement is considered terminated if material changes occur to the Student-Client's application or eligibility, which make it impossible to proceed with services detailed in section 2 of this Agreement.

13. Discharge or Withdrawal of Representation

13.1 Pursuant to the Code of Professional Ethics, this Agreement may be terminated, upon writing, by AukSun-SOP, if you ask us to do something contrary to law, illegal or immoral.

13.2 Pursuant to the Code of Professional Ethics, this Agreement may be terminated, upon writing, by AukSun-SOP, if there is a conflict of interest between you and us..

13.3 The Agreement between you and us may be terminated, upon writing, by the Student-Client(s), at which time any outstanding fees or disbursements for which the assigned work has not been carried out, will be refunded by AukSun-SOP to the Student-Client(s) / any outstanding fees or disbursements for which the assigned work has been carried out will be remitted by the Student-Client(s) to us/AUKSUN-SOP.

13.4 Pursuant to the Code of Professional Ethics, this Agreement may be terminated, upon writing, by AukSun-SOP, provided withdrawal does not cause prejudice to the Student-Client(s).

13.5 The Agreement between you and us will be subject to the laws in effect in the Country it is signed.

14. Governing Law

This Agreement shall be governed by the laws in effect in the Province/Territory of \_\_\_\_\_, and the federal laws of Italy applicable therein and except for disputes pursuant to Section 8 hereof, any dispute with respect to the terms of this Agreement shall be decided through Arbitration.

15. Miscellaneous

15.1 The Student-Client expressly authorizes AukSun-SOP to act on his/her behalf to the extent of the specific functions which AukSun-SOP was retained to perform, as per Section 2 hereof.

15.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiations and discussions, whether oral or written, of the parties except as specifically set forth herein.

15.3 This Agreement shall be binding upon the parties hereto and NOT their respective heirs, administrators, successors and permitted assigns in case of death or disability of the signing parties.

15.4 This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.

15.5 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 severed from this Agreement, and the remaining provisions shall remain in full force and effect.





15.6 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.

15.7 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.

15.8 The Student-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 Student-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 defense to the enforcement of obligations created by this Agreement.

15.9 Furthermore, the Student-Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.

15.10 The Student-Client acknowledges that he/she has requested that the Agreement be written in the English language; Lo Studente-Cliente riconosce di aver richiesto che il Contratto sia redatto in lingua inglese. [To be included in the English version of the Retainer Agreement drawn up by AUKSUN-SOPs working in Italy.]

15.11 We/AukSun can facilitate but does not take responsibility for any third party facilitation (including Corporate/Tax, Evaluation/Property or Net-worth Assessment consultants etc.)

## 16. Validation

You/Student-Client(s) acknowledge that they have read the Terms and Agreement, understand it, have obtained such independent legal advice as they deem appropriate, have sought translation and agree to be bound by its terms.

We are confident that we will be able to provide you with an efficient and effective service in this matter. However, should there be any aspect of our service with which you are unhappy for any reason please let us know immediately.

IN WITNESS THEREOF this Agreement has been duly executed by the parties hereto on the date first above written.

\_\_\_\_\_  
Signature of Student-Client

\_\_\_\_\_  
Signature of AUKSUN-SOP

In the event of a Joint Retainer Agreement or [Refer-a-Friend Program](#),

\_\_\_\_\_  
Signature of Friend Student-Client

\_\_\_\_\_  
Signature of AUKSUN-SOP

Name of Friend

Friend's Email Address: \_\_\_\_\_



Friend's Tel/WhatsApp: \_\_\_\_\_

Friend's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. Attachments (as required)**  
Addendum