Terms and Conditions

This document is a complete description of the Services to be provided and the terms and conditions applicable to our Agreement with you.

SERVICES TO BE PROVIDED

The services to be provided under this agreement include the following:

	Providing advice relating to the Client's migration goals and their choice of visa category.
	Providing frank and candid advice regarding the prospects of success of the visa application.
	Analysing current Immigration Law relating to the nominated visa category or review application.
	Assisting in the completion and/or checking of relevant application forms.
	Providing advice and assistance relating to documentation required to support the application(s).
	Preparation of all necessary applications with the relevant bodies
	Preparation of any necessary supporting submissions to the relevant Assessing Authority, Department of Immigration and Border Protection (the Department) or review body
	Submission of all applications to the relevant Assessing Authority, Department or review body for processing as soon as possible.
	Wherever possible, supply any further documentation or information requested by the Department on receipt of documents from the Client.
	Wherever possible, assist the Client to comply with any request made by the Department or review body.

SERVICES EXCLUDED

The services to be provided under this agreement exclude the following:

	Reviews and appeals (unless specified in the Agreement).
	Professional services required by changes in immigration law after this contract has been accepted.
	Liaison with clients and Department regarding Departmental requests for further information related to health and character requirements after the application has been lodged.
	Assessment Application for 801 or 100 Visa Applications at end of qualification period

TERMS AND CONDITIONS

1. APPOINTMENT OF AGENT

The Client appoints the Company to represent the Client and to perform the services described in the Agreement.

2. CODE OF CONDUCT (THE CODE)

2.1 The Code is intended to regulate the conduct of registered migration agents by introducing a proper standard for the conduct of business as a registered migration agent and establishes the minimum attributes and abilities that a person must demonstrate to perform as a Registered Migration Agent.

2.2 The Company guarantees to provide a copy of the Code to the Client on request and at a reasonable fee. It is also available at https://www.mara.gov.au/media/553229/Code_of_Conduct_April_2017.pdf.

2.3 If the Code (which is prescribed in Schedule 2 of the *Migration Agent Regulations 1998*) is amended in a way that is inconsistent with this agreement, the Company and Client agree to vary this agreement to comply with the new Code.

2.4 If the Code is inconsistent with the Company's obligations as a legal practitioner or otherwise, or is inconsistent with the laws of the Country in which the Company is operating, the Company and the Client agree to vary this agreement to comply with the laws of that Country, to the extent of any inconsistency.

3. WHO WILL PERFORM THE WORK

3.1 The Client acknowledges and consents to the immigration assistance covered by this agreement being provided by a Registered Migration Agent employed by, or contracting to the Company (the "Responsible Agent").

3.2 The Client acknowledges and consents to immigration assistance covered by this agreement being delegated to other Registered Migration Agents as required.

3.3 The Client acknowledges and consents to administrative services being provided by other staff. The Responsible Agent will properly supervise the work carried out by any staff working for the Company.

4. THE COMPANY GUARANTEES THAT:

4.1 All Registered Migration Agents employed by, or contracting to the Company are registered with the Migration Agents Registration Authority.

4.2 It maintains the required level of Professional Indemnity Insurance.

4.3 Will act in accordance with the law and in the best interests of the Client, and deal with the Client competently, diligently and fairly.

4.4 All Registered Migration Agents employed by, or contracting to the Company have sufficient knowledge of the relevant laws to be able to competently provide the agreed services.

4.5 Before starting work for the Client, will give the Client:

(a) an estimate of fees for each service to be performed and disbursements that the Company is likely to incur as part of the services to be performed.

4.6 Will advise the Client in writing, if in the Responsible Agent's opinion, the application is vexatious or grossly unfounded.

4.7 If asked by a client to give an opinion about the probability of a successful outcome for the client's application, the Responsible Agent will give the advice in writing within a reasonable time, and may also give the same advice orally, and will not hold out unsubstantiated or unjustified prospects of success when advising the client orally or in writing.

4.8 Responsible Agent will not make statements in support of an application under the *Migration Act* or *Migration Regulations*, or encourage the making of statements, which he or she knows or believes to be misleading or inaccurate.

4.9 Will ensure that the Client has access to an interpreter if necessary.
(The Client will be required to pay any fees charged by the interpreter.)

4.10 Will, on request, provide the Client with a copy of their application and any related documents
(The Company is entitled to charge a reasonable amount for copies.)

4.11 Will, if providing translating or interpreting services, include the Responsible Agent's name and registration number on a prominent part of the translated document.

4.12 Has no conflict of interest in terms of Part 2 of the Code, apart from the matters disclosed in Part 10 of this Agreement.

4.13 Has disclosed in Part 10 of this Agreement all financial benefits received from Third Parties or provided to Third Parties as a result of providing advice of non-migration nature to the client.

4.14 The Company will take commercially reasonable steps to ensure the security of the Clients information, including, but not limited to:

a. Encrypting all information transmitted between the Easivisa online visa processing system and the Client
b. Stateful firewalling to deny attacks both on the perimeter and the core of the hosting platform
c. Timely application of security patches
d. Use of intrusion detection controls monitored 24x7
e. Regular data backups
f. Password protected access to all data
g. Regular security audits.

4.15 Will keep records of the clients' account, including:

(a) the date and amount of each deposit made to the clients' account, including an indication of the purpose of the deposit and the client on whose behalf the deposit is made; and

(b) the date and amount of each withdrawal made in relation to an individual client, and the name of each recipient of money that was withdrawn; and

(c) receipts for any payments made by the client to the Company; and

(d) statements of services; and

(e) copies of invoices or accounts rendered in relation to the account.

5. THE CLIENT AGREES THAT:

5.1 The Company is under no obligation to lodge any application unless all Company Fees and all Charges and Disbursements due to any party in relation to that application have been received as cleared funds in the Company's Client Account

5.2 The Responsible Agent is able to advise the Client about immigration law at a particular point in time but is unable to predict future changes in the law that may affect applications after they have been lodged.

5.3 The Company and the Responsible Agent do not guarantee the success of any application.

5.4 The Company and the Responsible Agent will not be liable for any loss arising from changes to the immigration law affecting the Client's application, which occurs after the application has been lodged.

5.5 The Company is under no obligation to provide any refund should the application be refused for reasons outside the Company's control.

5.6 The Company and the Responsible Agent will be under no obligation to submit the Client's application to the Department or review body until payment in full has been made for all fees due and payable at that stage.

5.7 The Company has provided the Client with a copy of the booklet titled *CONSUMER GUIDE* issued by the Office of the Migration Agents Registration Authority.

5.8 If the Responsible Agent has advised the Client in writing that in the Agent's opinion, an application would be vexatious or grossly unfounded; the Client will provide written acknowledgement of the receipt of the advice, if notwithstanding the advice, the Client still wants the Responsible Agent to lodge the application, then the Client bears the risk that changes in immigration law may cause an application to be refused.

5.9 The Client will respond promptly to requests by the Responsible Agent to provide further information or documents.

5.10 The Client will not hold the Company or the Responsible Agent responsible for delays caused by the Client's failure to promptly provide information or documents.

5.11 The Client is aware that failure to provide documents as required is likely to lead to an application being refused.

5.12 The Client confirms that all information provided to the Company and/or the Responsible Agent is, to the best of the Client's knowledge and belief, true and current and that all documents supplied are genuine and authentic.

5.13 The Client is aware that the provision of false information or documents is likely to lead to an application being refused.

5.14 The Client is aware that failure to make prompt payments to the Department, review body or skills assessment body may lead to an application being refused.

5.15 The Client will, during the processing of an application, notify the Responsible Agent of any material changes in the circumstances of the client or any other person who may be involved in the visa application.

5.16 The Client will not sell property, leave employment, finalise any business or personal affairs or take similar steps in anticipation of obtaining a visa without first notifying the Responsible Agent.

5.17 The Client will advise the Responsible Agent of any change of contact details within two weeks of the change.

5.18 The Client agrees that the Responsible Agent is the sole contact with the Department and the Client will not contact the Department without agreement from the Responsible Agent.

5.19 The Client agrees that if the Client breaches Clause 5.17, the Company has the right to terminate the contract, or in the alternative the Company has the right to charge additional fees at the rate of $250.00 per hour + GST for any additional services required as a result of the breach.

5.20 The Client agrees that if they make any payment via credit card, a merchant transfer fee will be imposed and disclosed on the invoice.

5.21 If the application is for an employer-sponsored visa, the Client agrees that they will take no other employment apart from the employment that is the subject of the sponsorship agreement.

5.22 As soon as possible after giving instructions to the Company and receiving an estimate of fees, disbursements and the likely time to be taken in performing services, the Client will provide written acceptance of these estimates.

5.23 Subject to the Company complying with Clause 4.14 the Company shall not be responsible for loss or misuse of data for reasons beyond the control of the Company, including but not limited to a successful cyber attack.

5.24 The Client will take all reasonable precautions to stop any virus, worm, trojan horse, zombie, keylogger or other form of malicious code from being uploaded to the Company' online visa processing system with, or as part of, the Clients documents.

5.25 The Client will not disclose passwords to the Company's online visa processing system to others

5.26 The Client will select passwords that are six (6) characters or longer and should include a combination of upper and lower case with mixed alpha and numeric text.

5.27 The Client accepts that the Company is not providing expert advice in relation to the subject matter of any contracts or arrangements that are the subject of the **Disclosure of Interests** described in the Agreement and that the Company shall bear no liability for any loss or damage to any person or entity resulting from the provision of advice covered by matters under the **Disclosure of Interests**

6. TERMINATION OF AGREEMENT

6.1 The Client may terminate this agreement by providing written advice of the termination to the Company.

6.2 The Company may terminate the agreement at any time, provided they provide reasonable written notice to the Client. This notice must comply with the requirements in Clause 10.1A of the Code. If the Company terminates the agreement, they must comply with the requirements of Clause 10.1B of the Code.

6.3 If the agreement is terminated, the Client must pay any fees outstanding for work already performed by the Company. The Client is not required to pay any fees for work not yet performed by the Company

6.4 When the agreement is terminated, the Company must deal with the Client's file in accordance with Part 10 of the Code.

7. RETENTION OF DOCUMENTS

7.1 The Company agrees to keep securely and in a way which will ensure confidentiality all documents provided by, or on behalf of, the Client or paid for by, or on behalf of, the Client until the earlier of:

(a) 7 years after the date of the last action on the file for the Client; or

(b) when the documents are given to the Client or dealt with in accordance with the Client's written instructions.

7.2 The Company agrees to keep all other records required by Clause 6.1 of the Code for 7 years after the date of the last action on the file for the Client.

7.3 After this date the Company may destroy the documents and records above in a way which will ensure confidentiality.

7.4 The Client has the right to receive a hard copy of their file on the payment of 20 cents per sheet for copying costs plus any postal delivery charges.

8. CONFIDENTIALITY

8.1 The Company and the Responsible Agent will preserve the confidentiality of the Client. The Company and the Responsible Agent will not disclose or allow to be disclosed confidential information about the Client or the Client's business without the Client's written consent, unless required by law.

8.2 If applicable, the Company and the Responsible Agent will preserve the confidentiality of the Client's medical records and documents in accordance with the Privacy Act.

9. RESOLUTION OF DISPUTES

9.1 If a dispute arises - out of or relating to this agreement, or the breach, termination, validity, or subject matter thereof, or as to any related claim in restitution or at law, in equity or pursuant to any statute, the parties agree to discuss the dispute with the aim of reaching an agreement that is acceptable to both sides. The agreement will be documented in writing, dated and signed by both the Company and the Client.

9.2 If one party requests an opportunity to discuss the dispute, the parties should attempt to reach an agreement within 21 days of that request (or a longer period if agreed between the parties).

9.3 If the parties cannot reach an agreement within 21 days, the parties agree to refer the dispute to the Australian Commercial Disputes Centre (ACDC) for final settlement by a single arbitrator appointed in accordance with the Rules of the ACDC, or by another dispute resolution process suggested by ACDC and accepted by the parties. It is expected that any fees payable to ACDC or to the person appointed by ACDC will be paid by the parties equally.

9.4 If the parties have been unable to resolve their dispute through ACDC, either party may commence Court proceedings but not before the expiry of 28 days from the date of referral to ACDC.

9.5 A Client may vary the procedure set out in this Part if the Client can establish that DIBP may require the Client to depart Australia.

10. ELECTRONIC COMMUNICATIONS

10.1 The Company disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by the Company or Responsible Agent in connection with the performance of this engagement.

10.2 The Client agrees that neither the Company nor the Responsible Agent shall bear any liability for any loss or damage to any person or entity resulting from the use of email transmissions or the use of the Company's online visa processing system, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

10.3 The Client agrees that Client access to the Company's online visa processing system depends on telecommunications, internet service providers and other external factors, therefore:

a) The Company does not guarantee the availability of the online visa processing system at any given time.

b) The Client is responsible for any damage to the Clients computer, systems or software caused by any virus which might be transmitted or activated via the Company's online visa processing system or the clients access to it, or caused by any virus, irrespective of the origin of virus.

10.4 The Client agrees that the Client assumes the risk that the content of the Company's website and/or online visa processing system and linked websites complies with the laws of any country outside Australia from which the Client may access the website and/or online visa processing system.

11. RELEVANT LAW AND JURISDICTION

11.1 These conditions and all aspects of the performance of our services for you are governed by, and you agree to be bound by, the law of the State of Western Australia and the Code of Conduct. The Client and Company irrevocably submit to the exclusive jurisdiction of the courts of the State of Western Australia and/or the Migration Agents Registration Authority.

PAYMENT METHOD AND STRUCTURE

Payment may be made in the following instalments by: Direct deposit to the Company's Client account or by Credit Card:

The following schedule applies to any type of application, including but not limited to: a Standard Business Sponsorship, Visa, Company Nomination, State Nomination, Skills Assessment ,AAT or Citizenship

PAYMENT	% OF FEE	DATE DUE	BLOCK OF WORK TO WHICH PAYMENT RELATES
Deposit	50%	Per Invoice	Initial advice; Immigration Law research; setting up Easivisa online file(s); supplying client-specific document and information checklists, access to online library of advisories on preparation of relevant documents.
Instalment	40%	Per Invoice	Reviewing and certifying (where required) supporting documents. Validation that documents supplied to us, support the information provided by client during initial consultation and/or by other means. Advice on preparation of relevant forms.
Balance	10%	Before lodgement	Checking the application(s), final review of supporting documents, stationery fees, handling fees; any postage sending from Australia exclusive of DHL, EMS, Express Mail, Registered Mail, Couriers, Fax, etc. Preparation of the draft visa application forms or online application. Preparation of covering Submission Letter (if required) and lodgement of application with DOHA.
Skills Assessment Fee	100%	Before Skills Assessment lodgement	Fee may be paid directly to the Assessing Authority by client credit card at time of lodgement
State Govt Fees	100%	Before Application lodgement	State Nomination Fees
Other Fees	100%	Before Application lodgement	
DOHA FEES	100%	Before application lodgement	Department of Home Affairs Application Fees
NOTES	We will normally request a deposit of 50% of our fee (+100% of Skills Assessment Fee if applicable) before we commence work and payment of the balance and any government and/or DIBP fees due when the application is ready to be lodged, however if the application is urgent, we may request payment in full before we commence work.		

The Company will hold all fees paid in advance in the Client's Account.
After the Company has completed each block of work outlined above, and issued an invoice which sets out each service performed and the fee for each service, the Company will be entitled to withdraw the fees relating to that block from the Client's Account.