



## **Agreement for Services and Fees – FIXED RATE**

### **Agreement of Services and Fees**

Thank you for accepting the Estimate of Fees. The purpose of this letter is to advise you that the Estimate of Fees is an integral component of this Agreement for Services and Fees and is incorporated into it; and to confirm our understanding of the terms and objectives of this Agreement together with the scope and limitations of the immigration services we will provide.

### **Deliverables**

The objective of our professional services is to present the visa application to the Immigration Department in the best possible manner in compliance with Australia's immigration laws, policies and procedures.

We will provide recommendations on how you can best comply with Australian Government requirements to lodge a valid and complete visa application. You must be aware that lodging a complete visa application may depend upon time constraints such as to when any existing visas may expire and when you wish your application to be lodged.

### **Specific exclusions to the scope of services**

***Please note provision of bogus, false or misleading information or documents, including documents of identity, is a criminal offence and can result in visa and review applications being refused; and any visas granted on the basis of those documents or information being cancelled.***

### **Our obligations to you**

- Act honestly and fairly in your best interests;
- Treat you with respect and recognise that clients have diversity, different cultures and values;
- Our fees and charges are fair and reasonable, based on the complexity of work to be undertaken, and reflect our experience, knowledge and skills within the profession;
- Act with due skill and diligence, responsibility, promptness and courtesy;
- Maintain your confidences and privacy;

- Avoid conflicts of interest, disclose any personal or professional interests or commissions;
- Communicate effectively and promptly with you; and
- Follow any lawful instruction you give us consistent with the scope of services and the terms and conditions of this Agreement.

### Your obligations to us

- Give us full and clear instructions;
- Be honest and lawful in your dealings with us (it is an offence to provide false or misleading, information, a bogus document or inaccurate personal identity information);
- Treat us with respect and trust;
- Provide documents and information within the timeframes provided;
- Understand the fees and costs associated with your matter and pay these as required under this agreement;
- Ask us questions should you not understand what is required;
- Keep us informed of any change in address, contact details or if there is any change in your circumstances (we will determine if the change is material to your application); and
- Make appointments to see your migration agent so that we can devote sufficient time to your matter and prepare any documents for you as appropriate.

### Your responsibilities

- Provide documents and information in a timely manner or by a date specified in communications; (work on your matter can not commence until all documents and information have been provided to us);
- Provide us with original documents together with one clean copy of each document as requested by us in a timely manner, alternatively email us colour scans of documents;
- In completing the Client Questionnaire you are required to answer all questions accurately and completely; where the client questionnaire is returned to us with missing information we will return it to you for amendment. Should we be required to seek further amendment to the information provided, this constitutes additional service for which an additional fee will be charged until the questionnaire has been completed correctly;
- Sending us text messages to arrange appointments or to pass information onto us is not acceptable practice and will generally be ignored; and
- Telephone calls made to us outside of our normal business hours is considered additional service and may be charged accordingly.

### Bank Account Details for payment of fees and charges

Account name	
--------------	--

<b>Bank</b>	
<b>BSB</b>	
<b>Account number</b>	
<b>Overseas clients may be required to quote Swift Code: Please include your reference number «ClientID» or your family name when making deposits.</b>	

### **When our fees become payable**

[For example, Skilled Nominated visa (subclass 190)]

- Upon submission of Skills Assessment 25%
- Upon submission of Expression of Interest 25%
- Upon lodgement of State/Territory sponsorship 25%
- Upon lodgement of visa application (following invitation) 25%]

### **Termination of services**

Either party may terminate this Agreement at any time by giving written notice. Upon termination the client will pay the agent for the work undertaken to that point in time. Excess funds held in the Clients' Account will be refunded to you.

In calculating the appropriate professional fees owing, the following rules will be adopted:

[For example, Under this agreement the following estimates will apply. It is estimated that once we have drafted an Expression of Interest 50% of the engagement has been performed; once the visa application has been drafted 80% of the fee becomes payable. Once amendments have been made to the application form/s or they have otherwise been cleared by you for lodgement 95% of the fee is payable; and once the visa application has been lodged 100% of fee becomes payable as post lodgement services in accordance with the scope of services are provided to you as complimentary service. The preparation of Skills Assessment applications is considered to be equal to 25% of service provided where an EOI has not also been drafted.]

### **Retention of documents**

It is our practice to give you copies of any documents lodged and to copy you into emails sent to and received from the authorities. At the time the visa application is decided you will for all practical purposes have a copy of the file we retain.

It is a requirement under our Code of Conduct to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original documents during the engagement, these documents will be returned to you promptly as soon as they are

sighted and certified as being true copies. You will provide us with a receipt for the return of such records. The engagement file is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort particularly if you have been given copies of those documents during the course of the engagement.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our prevailing hourly rates, as set out in our current Schedule of Fees, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

### **Privacy Act & Client Confidentiality**

We are not bound by the Australian Privacy Principles (APPs) contained in the Privacy Act 1988. However as a matter of internal policy and in complying with our obligations under the Registered Migration Agents Code of Conduct we adhere to the underlying values contained in the APPs. The personal information you provide to us is collected, used and disclosed to other entities in the continuance of your immigration matter where you have a reasonable expectation that your personal information will be used and disclosed by us. This could include, but not limited to, the Department of Immigration and Border Protection, skills assessing authorities, your sponsor (family sponsor or employer sponsor/nominator), regional certifying bodies (visa subclass 187), State or Territory Governments (for sponsorship/nomination purposes, for example subclass 132, 188, 190, 487, 489, 887 and 888 visas); and the Australian Federal Police and/or foreign police services (where you request us to apply for police clearances on your behalf).

Your personal information will be disclosed where there is a legal obligation placed upon us to do so.

### **Consumer protection**

Should you have a problem with our service you are encouraged to bring this to our attention quickly so we may resolve the issue fast and courteously. Our aim is to ensure the problem has been rectified to your satisfaction.

In the event a dispute continues this Agreement for Services and Fees is governed by Australian Consumer Law (ACL). Information about the rights and obligations of businesses and consumers under the ACL can be found on the Australian Government's Australian consumer law website [consumerlaw.gov.au](http://consumerlaw.gov.au).

### **Client Acknowledgement and Confirmation**

Please contact us if you have any queries about this Agreement for Services and Fees. On signing this Agreement letter you acknowledge that you have read and understood the Fee Estimate and the Agreement for Services and Fees and the associated terms and conditions.

Please sign and return the confirmation of acceptance of this Agreement. If you fail to return a signed acceptance but continue to use our services, this will be taken as acceptance of this engagement and its terms and conditions.

As a Registered Migration Agent and a Member of the Migration Institute of Australia you will be provided the highest standard of ethical and professional service.

This Agreement conforms to the Code of Conduct, a copy of which is available from the Office of the [Migration Agents Registration Authority](#).

Thank you for choosing **MY VISA ONLINE** to assist you with your immigration matter. We look forward to developing a strong and mutually satisfying working relationship with you.

Yours Sincerely

**Shiva Sesham**

#### **Client Acknowledgement and Confirmation**

I, hereby acknowledge and accept the terms of this engagement as have been provided. I shall be personally liable for all fees for services performed in accordance with this agreement.

Signed

Date

This pro-forma Agreement is intended as a guide only. You should seek independent advice from a qualified person before using and relying on this Agreement of Services and Fees. The Migration Institute of Australia has cleared this document with the Office of the Migration Agents Registration Authority but disclaims any liability arising to any person as a consequence of the reliance on the contents of this letter by any person.