

TERMS AND CONDITIONS OF THE AGREEMENT

1. APPOINTMENT OF AGENT

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

2. CODE OF CONDUCT (THE CODE)

- a. 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.
- b. The Agent guarantees to provide a copy of the Code to the Client immediately on request. It is also available at www.mara.com.au.
- c. 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 Agent and Client agree to vary this agreement to comply with the new Code.
- d. If the Code is inconsistent with the agent's obligations as a legal practitioner or otherwise, or is inconsistent with the laws of the Country in which the Agent is operating, the Agent and the Client agree to vary this agreement to comply with the laws of that Country, to the extent of any inconsistency.

3. SERVICES TO BE PROVIDED

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

- a. Provide advice relating to the Client's migration goals and their choice of visa category.
- b. Provide regarding the prospects of success. An agent cannot not guarantee the success of an application.
- c. Analyse current Immigration Law relating to the nominated visa category or review application.
- d. Assist in the completion and/or checking of relevant application forms.
- e. Provide advice and assistance relating to documentation required to support the application.

- f. Prepare any necessary supporting submissions to the relevant Assessing Authority, Department or review body
- g. Submit the application to the relevant Assessing Authority, Department or review body for processing as soon as possible.
- h. Wherever possible, supply any further documentation or information requested by the Department on receipt of documents from the Client.
- i. Wherever possible, assist the Client to comply with any request made by the Department or review body.
- j. Keep the Client fully informed of all developments concerning the progress of the application.
- k. Promptly advise the Client of any communications from the Department or review body.
- l. During the processing of the application, advise the Client of any changes to the law or Departmental policy requirements affecting the visa application.
- m. Advise the Client promptly of the outcome of the application.
- n. Provide post grant migration advice regarding visa conditions and requirements.

4. WHO WILL PERFORM THE WORK

All immigration assistance will be provided by one of our Registered Migration Agents or Lawyers. Administrative services may be provided by other staff from time to time.

5. THE AGENT GUARANTEES THAT HE OR SHE:

- a. Is registered with the Migration Agents Registration Authority.
- b. Maintains the required level of Professional Indemnity Insurance.
- c. Has no conflict of interest in terms of Part 2 of the Code.
- d. Will inform the Client in writing if they may receive a financial benefit as a result of providing advice of a non-migration nature to the Client.
- e. Will act in accordance with the law and in the best interests of the Client, and deal with the Client competently, diligently and fairly.
- f. Will provide courteous and attentive service.
- g. 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.

- h. Will, on request, provide the Client with a copy of their application and any related documents. The Agent is entitled to charge a reasonable amount for copies.
- i. Has sufficient knowledge of the relevant laws to be able to competently provide the agreed services.
- j. Will advise the Client in writing, if in the Agent's opinion, the application is vexatious or grossly unfounded.
- k. Will, if providing translating or interpreting services, include the Agent's name and registration number on a prominent part of the translated document.

6. THE CLIENT AGREES THAT:

- a. The 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.
- b. The Client will respond promptly to requests by the Agent for further information or documents.
- c. The Client will not hold the Agent responsible for delays caused by the Client's failure to promptly provide information or documents.
- d. The Agent will be under no obligation to submit the Client's application to the Department or review body until payment has been made in full of all fees due and payable at that stage.
- e. The final decision on an application submitted to the Department is beyond the Agent's control. The Agent has not guaranteed the success of any application.
- f. The Agent will not be liable for any loss arising from changes to the law affecting the Client's application, which occurs after the application has been lodged.
- g. The Client will not sell property, leave employment or finalise any business or personal affairs without first notifying the Agent.
- h. All information provided to the Agent is, to the best of the Client's knowledge and belief, true and current and that all documents supplied are genuine and authentic.
- i. The Client will, during the processing of an application, notify the Agent of any material changes in the circumstances of the client or the client's immediate family.
- j. The Agent's professional fees can be invoiced on behalf of the Agent by the Agent's business entity, as listed on the MARA Register of Migration Agents.

- k. If the 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 Agent to lodge the application.
- l. The client will not contact the Department directly – if this occurs the Agent may terminate the agreement.
- m. The client will immediately notify the agent if they are contacted by the Department in relation to this or any other matter.

7. TERMINATION OF AGREEMENT

- a. The Client may terminate this agreement at any time.
- b. If the agreement is terminated, the Client must pay any fees outstanding for work already performed by the Agent. The Client is not required to pay any fees for work not yet performed by the Agent.
- c. The Agent 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 Agent terminates the agreement, they must comply with the requirements of Clause 10.1B of the Code.
- d. The Agent must terminate the agreement if a conflict of interest listed in Part 2 of the Code arises. In this case the Agent will notify the Department that they no longer act for the Client and will advise the Client about appointing another agent.
- e. When the agreement is terminated, the Agent must deal with the Client's file in accordance with Part 10 of the Code.
- f. Should the client contact the Department directly in relation to their case the agent may terminate the contract.

8. RETENTION OF DOCUMENTS

- a. The Agent 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:
 - (i) 7 years after the date of the last action on the file for the Client; or

- (ii) when the documents are given to the Client or dealt with in accordance with the Client's written instructions.
- b. The Agent agrees to keep 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.
- c. After this date the Agent may destroy the documents and records above in a way which will ensure confidentiality.
- d. The Client will ensure they collect their original documents from the agent within 21 days of the matter being finalised. If the client wishes for the documents to be posted, it will be done at a cost to the Client.

9. CONFIDENTIALITY

- a. The Agent will preserve the confidentiality of the Client. The 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.
- b. If applicable, the Agent will preserve the confidentiality of the Client's medical records and documents in accordance with the Privacy Act 1988.

10. RESOLUTION OF DISPUTES

- a. 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 Agent and the Client.
- b. 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).
- c. 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.



- d. 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.
- e. A Client may vary the procedure set out in this clause if the Client can establish that the Department may require the Client to depart Australia.

SCHEDULE OF FEES

Part 5 of the Code requires Agents to set and charge a fee that is reasonable in the circumstances.

All fees are quoted in Australia dollars (AUD).

1. You are entitled to negotiate an agreement for the legal costs of the work that we will do for you.
2. The calculation of our costs for our profession work will be based on the amount of time taken (including travelling time) by our practitioners and paralegals to do the work. We calculate time in one-minute increments and at the following hourly rates:

Principal	\$400.00
Lawyer	\$349.00
RMA	\$280.00
Paralegal	\$198.00

Our charges for office services are as follows:

Copy per page	\$0.55
Colour copy per page	\$1.10
Fax sent per page	\$1.10

PLEASE NOTE: We are not obliged to give a refund if you terminate our costs agreement and any payment by way of a refund will be at the discretion of the Agent.

3. You have a right to receive a bill from us. We will invoice you –
 - a. For the work- as specified in the disclosure document, and
 - b. For any additional work- monthly and at the conclusion of the additional work.

You have the right to ask for an itemised bill if we give you a lump sum as opposed to an agreed fees bill.

You agree to pay our professional costs within 21 days of the date of our tax invoice.

4. Interest may be charged on any unpaid tax invoice after a period of 21 days. That interest is calculated by reference to the RBA “cash rate target” for the month and the year of the unpaid tax invoice.
5. The professional costs for doing the work will be the total of –
 - a. the charges for our professional work,
 - b. the charges for the provision of our office services, and
 - c. the disbursements we incur on your behalf as set out in this document.

This is an agreed sum concerning the work only and does not include any additional work. Additional work includes:

- a. Any substantial matter affecting the work which was not known by us when this document was written
 - b. All work done in response to unreasonable or repeated requests for information concerning the work.
 - c. All additional work made necessary due to your failure to-
 - Notify us of any change of address or contact details, or
 - Respond to telephone calls, emails, and letters.
6. The Agent must give the Client written notice of any material change to the cost as soon as the Agent becomes aware of the likelihood of a change occurring.
7. Our fixed price quote represents a discounted scale fee for an average application. We will keep you informed of progress on your application, however, should you delay the application, not provide the information as required, or unnecessarily and continually have further queries we reserve the right to charge an additional time based fee which we will notify you of at that time.
8. You have appointed us as your Migration Agent therefore all communications from the Department will be directed to us and all your communications to the Department should also be directed through us. If the Department contacts you directly about any matter you agree to notify us immediately of that contact. In this case we suggest that you advise the Department you are using a Migration Agent. Should you, or any person acting for you, contact the Department directly without first informing us, you are in breach of this agreement and we reserve the right to cease acting for you. This is in your own interest as multiple persons contacting the Department could jeopardise your case.
9. We may ask you to pay us some money in advance to be held in our clients' account for our estimated legal costs or payments which need to be made to others. You authorise us to pay ourselves our legal costs in accordance with the Code of Conduct at paragraphs 7.2 and 7.3.

OTHER CHARGES

10. These charges are **in addition** to the fees noted above and may attract GST. The Agent may, at any time, withdraw money from the Migration Client account for disbursements (i.e. charges) that are required to be paid to the Department, or any other agency, for the client.



Please note: Departmental application fees generally are increased in July of each year, and there may be a necessity for the Client to pay the balance in the event the application fees rise after receiving any monies and before the application fees fall due.

11. Other changes for English language tests, Skills assessments, health checks and police reports may be requested to be paid by the Client. Details of these charges will be provided in advance of payment falling due.

The Agent will hold all fees paid in advance in its Migration Client Account. After the Agent has completed each block of work outlined above an invoice will be issued which sets out the particulars of each service performed, and the charge made in respect of each such service.

Please make sure you have read and understood the conditions before entering into the agreement. If you wish to seek independent legal advice about this Agreement, you should do so before signing this agreement.

[CONSUMER GUIDE](#) & [CODE OF CONDUCT](#) for registered migration agents.