

**SKILLED VISA ELIGIBILITY ASSESSMENT & IMMIGRATION PLAN
STANDARD TERMS & CONDITIONS
AGREEMENT FOR SERVICES AND FEES**

This Agreement is entered into by and between You (hereinafter “Client”) and Ksenia Kamenskaya, Registered Migration Agent Number 1683470, trading as Australian Immigration Advisors ABN 24 535 014 237 (hereinafter “Agent”).

This Agreement takes effect on the day when the Client’s payment for the Visa Eligibility Assessment Service is received by the Agent.

Should the Client wish to seek independent legal advice about this Agreement, the Client should do so before signing this 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.
Please click on the link below to access the Code of Conduct
https://www.mara.gov.au/media/95420/Code_of_Conduct.pdf
- 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

Subject to Schedule of Services and fees, 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 frank and candid advice regarding the prospects of success.
- c. Analyse current Immigration Law relating to the nominated visa category or review application.
- d. Provide advice and assistance relating to documentation required to support the application.
- e. Other:

4. WHO WILL PERFORM THE WORK



Level 12,
197 Saint Georges Terrace,
Perth, Western Australia, 6000
ABN 24 535 014 237

TEL +61 8 6141 3397
FAX +61 8 6141 3101
info@australianimmigrationadvisors.com.au
www.australianimmigrationadvisors.com.au

All immigration assistance will be provided by: **Ms Ksenia Kamenskaya** (Responsible Agent) MARN 1683470.

- a. Administrative services may be provided by other staff. The Responsible Agent will properly supervise the work carried out by any staff working for the Agent.

5. THE AGENT GUARANTEES THAT 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.
- i. The Agent is entitled to charge a reasonable amount for copies.
- j. Has sufficient knowledge of the relevant laws to be able to competently provide the agreed services.
- k. Will advise the Client in writing, if in the Agent's opinion, the application is vexatious or grossly unfounded. 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 Agent has provided the Client with a copy of the *Consumer Guide*.
Please click on the link below to access the *Consumer Guide*
https://www.mara.gov.au/media/152338/consumer_guide_english.pdf
- f. 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.
- g. 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.
- h. The Client will not sell property, leave employment or finalise any business or personal affairs without first notifying the Agent.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

7. TERMINATION OF AGREEMENT

- a. The Client may terminate this agreement at any time.

- b. 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.
- c. 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.
- d. 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.
- e. When the agreement is terminated, the Agent must deal with the Client's file in accordance with Part 10 of the Code.

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 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.
- c. After this date the Agent may destroy the documents and records above in a way which will ensure confidentiality.

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.

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 Disputes Centre (ADC) for final settlement by a single arbitrator appointed in accordance with the Rules of the ADC, or by another dispute resolution process suggested by ADC and accepted by the parties. It is expected that any fees payable to ADC or to the person appointed by ADC will be paid by the parties equally.
- d. If the parties have been unable to resolve their dispute through ADC, either party may commence Court proceedings but not before the expiry of 28 days from the date of referral to ADC.
- e. A Client may vary the procedure set out in this clause if the Client can establish that DIBP may require the Client to depart Australia.

11. SCHEDULE OF SERVICES AND FEES #1

- a. Fee type: Hourly Rate
- b. GST is not payable on this transaction.
- c. Fee Estimate

Estimate of our fees for immigration assistance under the present Agreement is **AUD\$90.00** (1 hour of work at hourly rate AUD\$90.00 per hour), including the following services:

- Skilled Visa eligibility assessment (Comprehensive assessment of information about the Client and Client's documents. Written advice about skilled visa options to migrate to Australia. Written advise how to increase chances to migrate to Australia in case of no straightforward options)
- Advice and guidance about visa requirements and conditions, skills assessment and visa application process, choosing visa subclass
- Drafting the Immigration Plan which might include advice about the nominated occupation, skilled migration points, state migration plan availability, invitation round points and occupation ceiling, suggested steps for immigration plan and processing times, skills assessment process and requirements, English language requirement, costs and processing times
- Skype / Internet / phone / email consultation under the Client's request (up to 30 minutes)

TOTAL ESTIMATE

AUD\$90.00

d. Disbursements

N/A.

e. Payment Method and Structure

Please refer to our website online payment option or Visa Eligibility Assessment & Immigration Plan Payment Form.

- i. The Agent estimates that the time taken to provide the services in this agreement will be 10 working days of the Client's payment of the total estimate and providing all requested documents and information.

Australian Immigration Advisors