

FLYABROAD CONSULTING GROUP LIMITED REPRESENTATION AGREEMENT

福來寶德諮詢集團有限公司代理協議

AGENTS DETAILS 代理信息	Name: FLYABROAD CONSULTING GROUP LIMITED 福來寶德諮詢集團有限公司 Business Address: Unit 04, 7/F, Bright Way Tower, No. 33 Mong Kok Rd, HK Email: Flyabroadvisa@gmail.com Twitter (微信) : Flyabroadvisa
CLIENT DETAILS 客戶信息	Name 姓名: Address 住址: Email 郵箱: Mobile 電話:
SERVICE CATEGORY 服務項	Visa Application 移民簽證申請
FEES & CHARGES 費用	Fees and charges are set out in the 'SCHEDULE OF FEES' at the end of this document. 費用明細詳見合同尾頁
DISCLAIMER 聲明	Client acknowledges that Agent shall not be liable should any application be affected or unsuccessful due to a change in the legislation and/or regulations by any Australian authorities subsequent to advice tended. 客戶清楚如果由於移民政策的變化導致該申請受影響，這不能歸咎於代理

IMPORTANT INFORMATION FOR CLIENTS 客戶注意事項:

By signing this page you acknowledge the information included in the Disclaimer above. The terms and conditions of this agreement are set out below. Make sure you have read and understood the conditions before entering into the agreement. By signing the bottom of each page, you are indicating that you have read and understood the terms on that page.

簽署本頁表明您認可以上信息。合同條款在以下頁面列出。在簽署之前，確保您已知曉并接受本合同條款。在簽署每頁合同時，表明您已知曉理解並接受每頁約定的條款。

I have read and understood the disclaimer and the terms below and I agree to be bound by this agreement.

我已閱讀，知曉，理解以下合同條款並同意簽收該合同

Signed by the Client 客戶簽署:Date 日期: / / 2015.....

Client: I have read and understood the terms on this page: Client

Agent:

Signing Place: Hong Kong

1. APPOINTMENT OF AGENT 委託代理

The client appoints the agent to represent and to perform the services described in this agreement. The agent may appoint several immigration lawyers or legal practitioners to conduct immigration business for the client. 客戶委託代理提供本合同約定的服務。代理可能會指定一些移民律師或相關司法人員為客戶提供移民定居服務。

2. SERVICES TO BE PROVIDED 代理提供的服務

The services to be provided by the agent and delegated immigration agent under this agreement include the following: 本代理以及指定的移民代理需提供以下服務

- a. Provide advice relating to the Client's migration goals and their choice of visa category.
就客戶的移民目標和簽證選擇提供諮詢和建議
- b. Provide frank and candid advice regarding the prospects of success. An agent does not *guarantee* the success of an application.
就客戶移民申請成功的可能性提供坦誠的建議。代理不能確保客戶移民申請一定成功。
- c. Analyse current Immigration Law relating to the nominated visa category or review application.
當前移民政策下，評估申請人條件及選擇的簽證類別申請的可行性
- d. Assist in the completion and/or checking of relevant application forms.
協助填寫、核查相關的移民申請表
- e. Provide advice and assistance relating to documentation required to support the application.
就移民申請過程中需要的支撐性的書面文件提供建議和幫助
- f. Prepare any necessary supporting submissions and submit the application to the relevant Assessing Authority, Department or review body for processing as soon as possible.
尽早的準備相關支撐資料，并提交至相關的評估機構移民局機構或複核機構進行審批
- g. Wherever possible, supply any further documentation or information requested by the Department on receipt of documents from the Client.
在收到相關部門補料通知後，進一步提供資料進行溝通
- h. Keep the Client fully informed of all developments concerning the progress of the application.
告知客戶申請在任何部門的申理進度
- i. Promptly advise the Client of any communications from the Department or review body.
即時建議客戶與移民局或相關複核機構之間的溝通
- j. During the processing of the application, advise the Client of any changes to the law or Departmental policy requirements affecting the visa application.
在移民申請過程中，告知客戶任何與其申請相關的移民政策變化
- k. Advise the Client promptly of the outcome of the application. 第一時間告知客戶申請的結果
- l. Provide post grant migration advice regarding visa conditions and requirements applicable to the visa application that this agreement relates to. 提供簽證後的相關諮詢，如該簽證的條件和後續注意事項

Client: I have read and understood the terms on this page: Client

Agent:

Signing Place: Hong Kong

3. THE CLIENT AGREES THAT 客戶同意以下條款:

- 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. 代理能就其咨询时的移民政策提供相应的移民建议，但不能预测移民政策未来的变化
- b. The Client will respond promptly to requests by the Agent for further information or documents and will not hold the Agent responsible for delays caused by the Client's failure to promptly provide information or documents.
客戶应及时响应代理要求，提供进一步的信息或资料；如果客户延迟响应错过期限不能算是代理的责任
- c. 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.
代理為客戶遞交申請前，客戶需全額支付該階段與相關機構發生的申請費
- d. 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.
代理無法控制相關機構的決定。代理不保證任何申請成功。
- e. 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. 遞交申請後政策的變化給客戶造成的損失，代理不負責任
- f. The Client agrees that, by virtue of this clause, the Agent advises the client not to make any irreversible decisions, i.e. sell property, leave employment or finalise any business or personal affairs, prior to the grant of a visa and any such decision, should it be taken prior to the grant of the visa, is the sole responsibility of the Client.
在获签前，代理建议客户不要做提前处置，如卖房，离职，结束既有业务等。如客戶提前做了，需自己負全責。
- g. 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.
客戶所有提供給代理的信息，要確保準確有效;提供給代理的資料要真實
- h. 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.
在申请过程中，如客户或者其直属家庭成员发生重大变化，都需及时通知代理

4. TERMINATION OF AGREEMENT 合同終止

- a. The Client may terminate this agreement at any time in writing. 客戶可以隨時書面溝通終止合同
- b. If the agreement is terminated, the Client must pay any fees outstanding for work already performed or already in process of performing by the Agent. The Client is not required to pay any fees for work not yet performed by the Agent.
如果合同終止，客戶必須支付代理已經完成的或者正在進行的的工作。對於沒有開始的工作無須支付服務費用。

5. RETENTION OF DOCUMENTS 文件保留

- 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:
代理同意為客戶安全的保密的保留其提供的以及申請中產生的相關文件至以下期限
 - (i) 2 years after the date of the last action on the file for the Client; 結案後 2 年 or
 - (ii) when the documents are given to the Client or dealt with in accordance with the Client's written instructions.所有文件已移交給客戶或者應客戶的書面要求進行處置

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- b. After this date the Agent may destroy the documents and records above in a way which will ensure confidentiality. 超過以上約定期限後，代理出於安全考慮，會將客戶文件銷毀

6. CONFIDENTIALITY 機密性

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. 代理嚴格保密客戶以及其工作業務相關信息。在其授權前，除了必要的移民申請相關機構，不得向其他方透露客戶信息。

7. RESOLUTION OF DISPUTES 爭議解決

- 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, 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.

如果就本合同發生糾紛，如涉及違約，合同終止，合同時效性，或者根據法律涉及到的索賠等，雙方應先友好協商，尋求雙方均可接受的解決辦法。解決方案需雙方簽字確認。

- b. If one party requests an opportunity to discuss the dispute, the parties should attempt to reach an agreement within 7 days of that request (or a longer period if agreed between the parties).

如果一方打算就爭議進行討論，另一方應予配和，7 日內達成一致（雙方認可的話時間可以更長）

- c. If the parties cannot reach an agreement within 7 days, the parties agree to refer the dispute to the HK arbitration organizations or court proceedings.

如果雙方 7 日內達不成一致，雙方可以訴諸香港當地的法庭或仲裁機

SCHEDULE OF FEES

1. SERVICES FEE 費用明細

Service X 選擇的服務	PA 主申	Spouse 配偶	Skill assessment 職業評估	Charge 服務費	Retain sum (unsuccessful) 不成功扣費
			VET	US\$ 4,000	US\$ 800
			ACS (except RPL)	US\$ 4,000	US\$ 800
			AIM	US\$ 4,800	US\$ 800
			EA	US\$ 4,800	US\$ 800
			CPAA	US\$ 4,800	US\$ 800
			Other bodies 其他機構	US\$ 4,800	US\$ 800
			EOI (go through 全	US\$ 2,000	Refer to fee refund clauses

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			程)		below 參考下文退費條款
			EOI (only)	US\$ 3,000	Refer to fee refund clauses below 參考下文退費條款
			Additional state sponsorship	US\$ 200	Non-refund 無退費
			Additional visa application	US\$ 500	Non-refund 無退費
			Courier Fee 快遞費	US\$ 100	Refund at contract termination 結案時多退少補
			Discount 優惠	US\$ 500(whole application one-off payment) 全程代理一次性付款	Other Discount 其他優惠
Total selected service charge 所選服務費用					

2. OTHER CHARGES 其他費用

These charges are in addition to the fees noted above and may attract credit card surcharge.

除了以上服務費，申請中還會發生以下費用

Subclass 189,190, 489 visa Base Application Charge

AUD\$ /PA AUD\$ /Spouse AUD\$ /Child

189,190 或者 489 簽證申請費為 XXX，配偶為 XXX，每個子女為 XXX

Others 其它花費:

It is acknowledged and agreed that the cost of translations and certification of documents, skill assessment fee, credential assessment fee, state sponsorship fee, health checks, and English language assessment fees or VAC2, (where necessary) are not covered by the agreed fee and are the Client's responsibility. It is also acknowledged that Department, Assessing Authority or review body fees may change from time to time and that payment of them remains at all times the responsibility of the Client.

文件翻译、公证费，职业评估费，学历评估费，州担保费，体检费，语言费，配偶语言学习费（雅思平均 4.5 可豁免）等都需客户自行支付。移民相关机构的费用随时都会调整，客户全责支付。

3. PAYMENT METHOD AND STRUCTURE 服務費支付方式

Payment may be made by cash, cheque, direct deposit/bank transfer. Clients must inform the agent when payments are made. 現金，支票，櫃檯存款，銀行轉賬均可。客戶支付費用後需及時告知代理。

Account name:

Bank Name:

BSB:

Account number:

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Swift Code:

Bank Address:

4. SERVICE REFUND TERM 服務費退款條款

The agent will remain some sum though the application is unsuccessful for it is charged for the provision of our intellectual property, expertise and advice provided together with the administrative costs incurred to date. 尽管申请拒签，代理依然要保留一部分费用，这个费用涉及到代理的到知识产权，专业建议以及过程中产生的一些其它成本费用。

a. In case skill assessment failed, the client could choose to apply for review or another assessment without adding any services fees or terminate the contract at any time and the agent remains the fixed sum referring to the above service fee clause of skill assessment service fee, refunding the rest to the client. 如果职业评估未通过，在不加收服务费前提下客户可以选择复核或者进行另一个职业提名，或者任何时间终止合同。代理扣除以上费用明细表中约定的费用后，其他费用退还给客户。

b. In case skill assessment passed or could not pass without satisfactory language test result, while could not go to the next step due to insufficient language (equally IELTS 6.0 each band), the client could terminate contract in two years since contract signing, and the agent remains 60% of skill assessment service fee, refunding the rest to the client. 如果职业评估通过了或者由于没有合格的雅思不能通过，由于无合格雅思（雅思单项 6.0）的原因客户无法进行下一阶段的申请，客户可以自签合约起 2 年后随时终止合约；代理将保留职业评估服务费的 60%，其余退还给客户。

c. In case skill assessment passed, while due to immigration policy changes, the client could not go to the next step after EOI lodge in two years, the client could terminate the contract and the agent remains 30% of skill assessment service fee, refunding the rest to the client.

如果职业评估通过了，但是由于移民政策发生变化，客户递交 EOI 两年后无进展，客户可以随时终止合约；代理保留职业评估服务费的 30%，其余退还客户。

d. In case skill assessment passed, while the clients is refused during visa application stage due to providing fraudulence documents or medical check, the agent remains 50% of the total services fee charged and refund the rest to the client.

如果职业评估通过了，但是客户在签证申请过程中由于提供虚假资料或者身体检查原因拒签，代理保留所收服务费的 50%，其余退还客户。

e. In case the client wants to terminate the contract before EOI lodgement, the agent remains the skill assessment services fee (without discount) and refunds the rest to the client.(this only applied to one-off payment client)

如果客户在 EOI 递交之前终止合同，代理保留职业评估阶段的费用（没有优惠）将余款退给客户（只适用于一次性支付的全程代理客户）

f. But for any of the above clauses, if the client is refused during visa application stage, the agent remains 20% of the total services fees charged and refund the rest to the client.

以上條款約定之外，客戶簽證申請階段拒簽，代理扣除總服務費的 20%，其餘退還給客戶。

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