



## **CLIENT SERVICE AGREEMENT**

### **A. THE AGENT**

### **B. THE CLIENT**

|                       |   |               |                            |
|-----------------------|---|---------------|----------------------------|
| Name:                 | Azadeh Ghorashi   | Client Name:  | anas                       |
| MARA Registration No: | 1573151   | Client Email: | world.of.anas.95@gmail.com |
| ABN No.:              | 98 192 823 735  | Client Phone: | 0957465876                 |
| Email:                | info@azzyimmi.com                                       | Spouse Name:  |                            |
| Phone:                | +61 452 477 750   | Spouse Email: |                            |
| Business Name:        | Azyy Immigration  | Spouse Phone: |                            |
| Business Address:     | 32B Duff St.<br>Turramurra 2074<br>Sydney/NSW/Australia | Address:      | Damas                      |

### **C. SUBJECT OF AGREEMENT AND CHARGES**

|                               |  |                |
|-------------------------------|--|----------------|
| <b>Subject of Agreement:</b>  | Assessment and Skill Visa Application for Applicant and Spouse |                |
| <b>Additional Conditions:</b> | N/A  |                |
| <b>Payment Schedule:</b>      | <b>Stage of Work:</b>  | <b>Amount:</b> |

### **D. TERMS AND CONDITIONS**

E.

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. If you wish to seek independent legal advice about this agreement, you should do so before signing this agreement. By signing the bottom of all 3 pages of both copies of this agreement, you are indicating that you have read and understood and committed to the terms.

#### **1 TERMS AND CONDITIONS**

##### **1.1 APPOINTMENT OF AGENT**

The Client appoints the Agent to represent the Client and to perform the services described in Clause "C" of this agreement. The client authorizes the Agent or any related body corporate to review the client's file at any time for quality control or any other reason necessary for the proper conduct of the visa application.

##### **1.2 CODE OF CONDUCT (THE CODE)**

**1.2.1** 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.

**1.2.2** The Agent agrees to provide a copy of the Code to the Client immediately on request. It is also available at [www.themara.com.au](http://www.themara.com.au). 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.

Signed by the Registered Migration Agent:

Signed by the Client:

Date: \_\_/\_\_/20\_\_

Date: \_\_/\_\_/20\_\_

### 1.3 SERVICES TO BE PROVIDED

- 1.3.1** Provide frank and candid advice regarding the prospects of success (An agent must not guarantee the success of an application. If you believe you have been guaranteed success then do not sign this agreement and discuss with your agent before proceeding.) Provide advice relating to the Client's migration goals and their choice of visa category.
- 1.3.2** Analyse current Immigration Law relating to the nominated visa category or review application.
- 1.3.3** Assist in the completion and/or checking of relevant application forms. Provide advice and assistance relating to documentation required to support the application. Prepare any necessary supporting submissions to the relevant Assessing Authority, Department or review body.
- 1.3.4** Submit the application 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.
- 1.3.5** Keep the Client fully informed of all developments concerning the progress of the application.
- 1.3.6** Promptly advise the Client of any communications from the Department or review body and advise the Client promptly of the outcome of the application.
- 1.4 WHO WILL PERFORM THE WORK**  
All immigration assistance will be provided by the responsible Agent designated in clause "A" on the first page of this agreement, 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.
- 1.5 THE AGENT GUARANTEES THAT HE OR SHE:**
- 1.5.1** Is registered with the Migration Agents Registration Authority and maintains the required level of Professional Indemnity Insurance.
- 1.5.2** Will act in accordance with the law and in the best interests of the Client.
- 1.5.3** Will, on request, provide the Client with a copy of their application and any related documents.
- 1.5.4** Will rectify any failure caused by the negligence of the Agent at no further charge of Professional Fee.
- 1.6 THE CLIENT AGREES THAT:**
- 1.6.1** 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 and the client acknowledges that any changes in law, regulation policy or procedure are beyond the Agents control. The final decision on an application submitted to the authorities is beyond the Agent's control as is any change in legislation, regulation, policy or procedure. The Agent has not guaranteed the success of any application. The Agent will not be liable for any loss, delay, lost eligibility, etc. arising from changes to the law affecting the Client's case.
- 1.6.2** The Client will respond promptly to requests by the Agent for

further information or documents and the Client will not hold the Agent responsible for delays caused by the client's failure to promptly provide information or documents.

- 1.6.3** 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.
- 1.6.4** All information provided to the Agent is, to the best of the Client's knowledge and sole responsibility, true and current and that all documents supplied are genuine and authentic.
- 1.6.5** 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.
- 1.6.6** 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.
- 1.7 PAYMENT OF FEES AND DEFAULT**
- 1.7.1** The client will pay all fees and outgoings related to this agreement as and when they fall due.
- 1.7.2** The Agent, the Firm or other associated entity shall not commence work on any application until such time as professional fees are received into trust, or until the payment according clause of this agreement "C" has been received.
- 1.8 TERMINATION OF AGREEMENT**
- 1.8.1** The Client may terminate this agreement at any stage. The Client acknowledges that there will be no refund of the professional fee paid to the Agent, the Firm or other associated entity, under any circumstances or justifications by the Client.
- 1.8.2** The Firm will only refund governmental fees which have been received but have not yet paid to the Government Departments or assessing authorities.
- 1.8.3** In case of Termination the Client is not required to pay any fees for the future stages which have not been initiated yet.
- 1.8.4** In circumstances where there is delay or failure by the client to supply all necessary documents for the preparation and filing of a visa application as agreed, the Agent shall be entitled to issue a final bill for payment of professional fees whether or not a valid application has been filed for the total amount of this agreement. (30 days without supply of requested documents or satisfactory explanation shall constitute delay).
- 1.8.5** The Agent may terminate the agreement at any time with written notice to the Client. If the Agent terminates the agreement, they must comply with the requirements of the Code.
- 1.8.6** 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.
- 1.8.7** When the agreement is terminated, the Agent must deal with

Signed by the Registered Migration Agent:

Signed by the Client:

Date: \_\_/\_\_/20\_\_

Date: \_\_/\_\_/20\_\_

- the Client's file in accordance with Part 10 of the Code.
- 1.8.8** The Agent will terminate this agreement immediately upon becoming aware the client has knowingly supplied false or fraudulent material as part of the application.
- 1.9 RETENTION OF DOCUMENTS AND CONFIDENTIALITY**
- 1.9.1** The Firm agrees to keep all documents provided by the Client until the earlier of 7 years after the date of the last action on the file for the Client.
- 1.9.2** 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. The Client authorises the Agent, the Firm or other associated entity to use all information about the client for the purposes of assessing the client's credit worthiness or for furthering the client's application as required. The Client authorises the Agent, the Firm or other associated entity to disclose any and all information concerning the client in circumstances of default of payment of the Agent's, Firm's or associated entity's fees, to credit reporting agencies and credit providers. The client consents to disclosure and this consent is consent for disclosure under the provisions of the Privacy Act 1988.
- 1.10 RESOLUTION OF DISPUTES**
- 1.10.1** If a dispute arises—out of or relating to this agreement, or the breach, termination,—the parties agree to discuss the dispute with the aim of reaching an agreement that is acceptable to both sides.
- 1.10.2** The agreement will be documented in writing, dated and signed by both the Agent and the Client. 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).
- 1.10.3** 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. 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.

## 2 PROFESSIONAL SERVICE FEE

- 2.1** The final balance of fees are due and payable by the client once the clients applications is ready for filing and the agent notifies the client of same. Such invoices in total not to exceed the agreed professional fees if this agreement is issued on a Lump Sum basis as per Payment schedule in Clause "C".

- 2.2** Payments listed in clause "C" are to be transferred by direct deposit or Demand Draft (payable at Sydney) to the following account:

Account Name: Azy Immigration  
 Bank: Commonwealth Bank of Australia  
 SWIFT Code: CTBAAU2S  
 BSB: 062 009  
 Account No: 10868155  
 ABN: 98 192 823 735

The Agent must give the Client written notice of any material change to the estimated cost as soon as the Agent becomes aware of the likelihood of a change occurring.

## 3 GOVERNMENT VISA AND ASSESSMENT CHARGES

Fees of Government Departments, skills assessing authorities and other entities involved in the migration process (e.g. filing fees, skills assessment fees, etc.) are not included in this agreement and shall be paid separately by the Client. The client agrees that these fees are subject to change and fees charged will be those charged by the third party supplier. The Client has the choice whether to pay these fees to the Agent or to provide Credit Card authorisation to the Agent.

## 4 OTHER FEES & CHARGES

These fees and charges will be added to the Professional Fee Lump Sum if incurred, such as Translating/ Interpreters, Courier Services, Bank Transfer Fees, Currency Exchange Costs, Fax and Print, etc. which must be paid on request within 7 days.

## 5 STANDING AUTHORITY

Upon presentation of an invoice to a client (via post, email or other means) by the Agent then the Agent, Firms or associated entities is authorised to immediately pay same out of the client account unless otherwise notified of a bona fide dispute in relation to the invoice by the client. The Agent, Firms or associated entities are also directed to immediately release funds from the client account in payment of third party expenses paid on the client's behalf, such as Department of Home Affairs (DoHA) filing fees, etc. This includes release of fees in preparation for filing by placing same on the corporate credit card of the Agent, Firm or associated entities for payment to DoHA.

Signed by the Registered Migration Agent:

Signed by the Client:

Date: \_\_/\_\_/20\_\_

Date: \_\_/\_\_/20\_\_