

# CLIENT SERVICE AGREEMEN

## A. THE AGENT

## B. THE

Name:	Azadeh Ghorashi	Client Name:	Neda
MARA Registration No	o: 1573151	Client Email:	azadeh.ghorashi@gmail.co
ABN No.:	98 192 823 735	Client Phone:	09125487345
Email:	info@azzyimmi.com	Spouse Name:	
Phone:	+61 452 477 750	Spouse Email:	
Business Name:	Azzy Immigration	Spouse Phone	
Business Address:	32B Duff St.	Address:	Evin, No 110
	Turramurra 2074		
	Sydney/NSW/Australia		

# C. SUBJECT OF AGREEMENT AND CHARG

Subject of Agreement:Assessment and Skill Visa Application for ApplicationAdditional Conditions:N/APayment Schedule:Stage of Work:

## D. <u>TERMS AND CONDITIONS</u>

The terms and conditions of this agreement are set out below. Note have read and understood the conditions before entering into the you wish to seek independent legal advice about this agreement, so before signing this agreement. By signing the bottom of all 3 copies of this agreement, you are indicating that you have read an 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

Signed by the Registered Migration Agent:

conduct of business as a registered establishes the minimum attribute person must demonstrate to permigration agent.

**1.2.2** The Agent agrees to provide a Client

immediately on request. It is www.themara.com.au. If the prescribed in Schedule 2 of t Regulations 1998) is amended inconsistent with this agreem Client agree to vary this agreem the new Code.

Signed by the Client:

Date: / / 20	Date: / / 20

Address: 31/1-3 Duff St., Turramurra 2074,NSW, Australia Email: info@azzyimmi.com Mob: +61 (0) 452 477750 Office: +61 (02) 89



#### 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
- **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 Department or review body Authority, 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.

#### THE AGENT GUARANTEES THAT HE OR SHE:

- 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.

#### 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 hold the Agent responsible for client's failure to promptly pr documents.
- **1.6.3** The Agent will be under no ob Client's application to the Depar until payment has been made in f payable at that stage.
- **1.6.4** All information provided to the A the Client's knowledge and sole r current and that all documents sup authentic.
- **1.6.5** The Client will, during the process notify the Agent of any mate circumstances of the client or t family.
- **1.6.6** If the Agent has advised the Clier Agent's opinion, an application v grossly unfounded; the Client acknowledgement of the receip notwithstanding the advice, the

Client still wants the Agent to lo

#### 1.7 PAYMENT OF FEES AND DE

- **1.7.1** The client will pay all fees and to this agreement as and when t
- **1.7.2** The Agent, the Firm or other ass commence work on any applicati professional fees are received in payment
  - according clause of this agreem

### TERMINATION OF AGREEM

- **1.8.1** The Client may terminate this ag The Client acknowledges that ther the professional fee paid to the Ag associated entity, under any justifications by the Client.
- **1.8.2** The Firm will only refund which have been received but I the Government Department authorities.
- **1.8.3** In case of Termination the Client is any fees for the future stages which initiated yet.
- **1.8.4** In circumstances where there is d client to supply all necessary docum preparation and filing of a visa appl Agent shall be entitled to issue a fir professional fees whether or not a v been filed for the total amount of th without supply of requested docum explanation shall constitute delay).
- **1.8.5** The Agent may terminate the time with written notice to the terminates the agreement, the the requirements of the Code.
- **1.8.6** The Agent must terminate t conflict of interest listed in I arises. In this case the Age Department that they no longe

and will advise the Client about agent.

1.8.7 When the agreement is termin with

Signed by the Registered Migration Agent: S	signed by the Client:
Date: / / 20	Date: / / 20

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the Client's file in accordance with Part 10 of the Code. 2.2

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).
- days, 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".

Payments listed in clause "C" a by direct deposit or Demand Sydney) to the following accoun

> Account Name: Azzy Im Bank: Common SWIFT Code: CTBAA

> > 062 009

108681

BSB: Account No:

ABN: 98 192

The Agent must give the Client material change to the estimated Agent becomes aware of the li occurring.

GOVERNMENT VISA AND AS
Fees of Government Department authorities and other entities inversely process (e.g. filing fees, skills assess not included in this agreement separately by the Client. The client are subject to change and fees charged by the third party supplication whether to pay these fees provide Credit Card authorisation to

#### 4 OTHER FEES & CHARGES

These fees and charges will be add Fee Lump Sum if incurred, Interpreters, Courier Services, Currency Exchange Costs, Fax and be paid on request within 7 days.

### STANDING AUTHORITY

5

Upon presentation of an invoice to or other means) by the Agent the associated entities is authorised to out of the client account unless obona fide dispute in relation to the The Agent, Firms or associated ento immediately release funds from payment of third party expenses behalf, such as Department of Honfees, etc. This includes release of filing by placing same on the corporagent, Firm or associated entities for

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