



AUSTRALIA IMMIGRATION

(Office / Client Copy)

Contract of Engagement

DIDACTIC MANAGEMENT CONSULTANTS LLC

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Tel: +971 24914919

Email: info.auh@dm-consultant.com Website: www.dm-consultant.com

AND

CLIENT:

Agreement No: AG/2019/_____

Date: _____

Name: _____

Photo ID No: _____

Address: _____

Mobile: _____

Email Id: _____

Counselor: _____

Whereas the Service Provider (Didactic Management Consultants LLC.), a subsidiary of DISHA IMMIGRATION SERVICES, a company incorporated under the laws of Dubai, UAE. Therefore, all operational and processing services under this agreement to the client will be provided through DISHA IMMIGRATION SERVICES.

Signature _____

The client as mentioned above has asked the company to provide professional services which include preparing and submitting his/her case for the Skill Assessment for Australia and after that applying for permanent residence/provisional Visa through Skilled Worker Program under the ANZSCO code

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1. DEFINITIONS

- “DHA” Department of Home Affairs is a government agency dealing with cross- border transit and national security;
- “Client” refers to the person who is engaging the services of the party to apply his/her Qualifications
- Assessment and further apply the case under the Skilled worker program;
- “Company” refers to Didactic Management Consultants LLC;
- “Department of Home Affairs (DHA)” is the government department that processes Skilled Migration applications;
- “Dependents” refers to the Client’s spouse, children, and step-children under 18 years of age, and children and step-children over 18 years of age who met certain conditions. It may also apply to grandchildren in rare circumstances. These definitions may change due to pending government legislation;
- An “Assessment body” is used to verify that a foreign degree, diploma, certificate (or other proof of a credential) and experience is valid and equal to a similar credential in Australia;
- “Government Body” includes any Australian government department, including but not limited to Department of Home Affairs;
- “Spouse” refers to the Client’s legal spouse or common-law partner;
- “Visa Office” refers to an overseas Department of Home Affairs office that may be located inside an Australian Consulate or Embassy.
- General Skilled Migration (GSM) This stream is for Points-tested skilled workers who are not sponsored by an employer or family member or nominated by a state or territory government. It allows you to live and work in Australia as a permanent resident.
- "State Nominated Territory (STN)" is the state government which accepts an application for GSM purpose as per the requirement of professions in their state.

2. RESPONSIBILITIES AND COMMITMENT OF THE COMPANY

2.1 Pre-Assessment Related Services.

In consultation with its associates at various locations the Company shall provide the following services to its clients:

- Assess the client according to the information provided by the client in the assessment form.

Signature _____

- Assist the client in keeping the file up-to-date.
- Review and identify for submitting required documents and supporting evidence. Submit the entire case with supporting documentation and evidence along with the submission report to the processing Skill Assessment body/DHA on the receipt of all requisite documents from the client.
- Handle all correspondence with the processing as regards to the client's case.
- Inform the client on the requirements sent by Processing Visa office during the progress of the Immigration case.
- Advise the client about any subsequent changes in the education assessment laws and any following conditions applicable to meet the selection criteria.

2.2 IMMIGRATION-RELATED SERVICES

- Use the information provided on the Company's assessment form to confirm that the Client meets the Skilled Migration eligibility requirements.
- Explain how to apply for the Skilled Migration in the geographical area where the Client resides or their country of citizenship.
- Outline the professional fees and expenses for the work to be performed.
- Collect information about the Client's personal and professional history.
- Help the client complete the application forms according to existing laws, regulations, and procedures.
- Review and identify mandatory and supporting documents to be submitted as evidence
- Tell the Client how to apply for police clearances from relevant countries.
- Help the Client to prepare a resume by providing a sample CV format.
- Provide instructions for the Client's current and former employers so they can write effective reference letters.

- Outline the requirements for acceptable document translations.
- Guide the Client on obtaining a medical examination from an approved physician.
- Draft submissions to highlight the Client's suitability for the GSM and other related government bodies.
- Review and index supporting documents.
- Ensure the application is complete and meets the requirements of the GSM and other relevant government bodies.
- Tender the request to the particular government bodies with a professional cover letter.
- Promptly respond to messages, emails, and telephone calls from the Client, government bodies, and other organizations.
- Assist with standard follow up correspondence, such as changes to the Client's contact information or submitting additional documents that would typically be required at different stages of the government bodies process.
- Research and explain changes in immigration policy or law that affect the Client's application.

2.3 SERVICES UNDER THIS PACKAGE

Pre-landing services

- Pre-Landing Services in Native Country /Residing Country.
- Assist the client in applying for assessment of education gained in the native country from essential academic or professional assessment bodies in Australia.
- Advise Client on latest rules in force and any subsequent changes thereof and advising on any following conditions applicable to meet the selection criteria.
- Provide Professional Guidance to the client on his / her intended occupation in the destined country.
- Provide essential information about the destined country of the client.
- Prepare, orient and condition Client's application through latest forms, for their early settlement in Australia.

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- Assist the client in preparing a resume in the standard format as required by employers in Australia
- The company will apply for the State Sponsorship Category on behalf of the client in the conditions of as the state is open, the applicant meets the eligibility criteria, and the applicant's occupation is in demand.
- The company will not be responsible if the applicant does not receive an invitation from the applied states.

Post-Landing services

- Post-Landing Services (Only if a client qualifies for Independent category visa),
- Pick up from the International Airport if the client books guest house accommodation through the company. (we will charge an extra fee for this service)
- Assistance in applying for TFN (Tax file number).
- Aid in the opening of bank account and application for bank debit and credit cards.
- Assistance in applying for Health Insurance Plan as applicable.
- Information on private health insurance companies in Australia to purchase temporary health insurance during the waiting in 30 days to get government health insurance.
- Information on Child and Social Welfare schemes.
- Guidance for hiring own accommodation and information on rentals and prices.
- Provide advice in Australia for admission of children into school/college/ university.
- Information on public transportation.
- Information on Income Tax structure.
- Guidance for obtaining an Australian driving License.
- Personalized sessions by the Senior Employment Counselor to cover employment opportunities.
- Professional Guidance for the intended occupations.
- Information on relevant education and professional bridging courses to be taken and other related details like costs and duration of the programs.

- Regular review of the individual action plan and fine-tuning the same as per the available placement prospects in Australia as applicable.
- Guidance for initiating job search efforts for the initially available temporary or transitional jobs as per professional skills, aptitude, computer knowledge, and communication skills possessed by the client.
- Guidance for enhancing skill level by joining requisite courses relevant to the search for a job in their profession.
- Assistance in placement and provision of the update on the job market.
- Guidance on free access to various job banks through government and other private placement agencies.
- Guidance on free job search information and workshops available through government libraries and employment resource centers.

Note: Completing an Expression of Interest (EOI) does not guarantee that the client will receive an Invitation to Apply.

3. CLIENT RESPONSIBILITIES AND COMMITMENT

To help the Company assist the Client effectively, and to reduce the costs of representation, the Client understands and agrees to the following terms and conditions.

3.1 Forms and Documents

- The Client is responsible for the accuracy of any forms they sign or documents they provide to the Company. The Client will review all information before it is submitted.
- The Client will not sign forms or other papers from government bodies or other organizations until the Company evaluates the documents first.
- The Client will provide all relevant information and documentation that is needed to complete the GSM and other related government bodies requirements.

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- The Client shall be held liable for any adverse effect on their application because of non-submission or delayed submission of forms, documents or assessments that have been requested by the Company.
- All documentation must be in English.
- Clients are to submit all translations with a sworn statement from a person fluent in both English and the language of the documents. Either the client or his relatives cannot be the translator. An accredited translator must translate police certificates.
- The Company shall not be responsible if the GSM and other related government bodies application cannot be submitted due to unverifiable credentials, insufficient credentials, or a lack of points based on the credential assessment.
- The Company will not be responsible for an incorrect assessment if the Client does not disclose that their credentials are from an unrecognized institution or if the client has credentials that are found to be fraudulent.
- The company will not be responsible for any delay in process or change in procedures by the respective government bodies.

3.2 English Proficiency Tests (IELTS/PTE)

- The Client must attain high proficiency in all four areas of their language exam to qualify for the GSM. The minimum pass mark is six bands in each module.
- Sixty-five points, which is the minimum point requirement to qualify for the Assessment body/STN/GSM.
- If the Client estimated their level of language proficiency in the initial assessment by themselves, then, they acknowledge that the Company determined their GSM eligibility based on that estimate.
- The Company shall not be responsible in any manner whatsoever if the assessment body/STN/GSM application cannot be submitted because the Client scores below the requirements as per the government bodies or falls short of the required 65 points based on language proficiency test results.
- To increase the Probability of invitation, the client should try to score 8 bands in each module or equivalent in other exams like PTE (79 in each module) as recommended.
- Submit your IELTS/PTE score card within 90-120 days of the signing of this agreement.

Signature _____

3.3 Disclosure of Medical Condition and Criminal/Security History

- The Client confirms that they and their dependents do not have a severe medical condition or a criminal record.
- The Client and their dependents must pass all medical and criminality/security background checks for the Client to gain acceptance under the GSM.
- The Company shall not be responsible if the GSM application is rejected based on the results of a medical or criminal/security background check.

3.4 Misrepresentation

- The Client agrees not to provide false or inaccurate documents or information. If the Client misrepresents information, the application will be not be accepted.
- The Client may also be banned from entering Australia if they falsify their data; they will as a result of this, have a permanent record of fraud with the government, have their status as a lifelong resident or Australian citizen taken away, be Charged with a crime or expelled from Australia. The Client's misrepresentation may negatively impact the Client's dependents.
- The Client acknowledges that they are solely responsible for any adverse consequences if false or inaccurate documents or information is presented to the Company.

3.5 Settlement Funds

- The Client is aware that they must have sufficient settlement funds to apply for the GSM.
- The Client cannot borrow this money; Proof of funds and where they came from must first be provided with the application and later when the Client arrives at the Australian border with a permanent resident visa.
- Lack of adequate funds or proof of sufficient funds may lead to a successful Client being refused permanent residence at the Australia border. The Client must bring up-to-date documentation confirming the existence of these funds with them when they enter Australia after being approved under the GSM.
- The Client will make their arrangements for travel and transferring funds to Australia. The Company does not provide help or assistance in this regard.

Signature _____

3.6 Communication with the Company & Government Bodies

- The preferred method of contact with the Company is via email, and the Client agrees they will contact the Company by email whenever possible.
- All communication between the Client and the Company will be in English. Should the Client wish to make use of a translator at any stage of the process, the Client assumes full responsibility for any translation quality issues, and the Company will not be responsible for any errors or miscommunications due to translation.
- The Client will immediately notify the Company in writing if a government body or other organization contact them concerning this application. The Client will delay a response, if possible until the Company provides the Client with further instructions.
- The Client agrees that they will not contact any government body or other organization unless it is through the Company. The Company shall not be held responsible for any contrary consequences resulting from the Client communicating with these entities on their own or through any other representative.
- The Client is to immediately advise the Company of any change in their marital, family, or civil status, or a change of physical address or contact information for any person included in the application.

4.0 COMPANY FEES & IMMIGRATION PROCESS-RELATED EXPENSES

The client will have below mentioned payment plans options for all the services specified in this fee agreement.

Upfront

Fee Category	Retainer	Professional	Amount (AED)
Total Package	7,000	1,500	8,500

Monthly

Fee Category	Retainer	Retainer	Retainer	Professional	Amount (AED)
Total Package	4,500	3,000	1,500	1,500	10,500

Signature _____

Stage Wise

Fee Category	Retainer	Retainer	Amount (AED)
Total Package	6,200	5,300	11,500

4.1 Additional Professional Fees

- a) The Client acknowledges that additional charges may apply if the Company is asked to act on the Client's behalf on but not limited to the following:
- All issue other than those that are outlined above in this Agreement.
 - Due to a material change in the Client's circumstances.
 - Because of material facts not disclosed at the outset of the application.
 - Due to a change in government legislation, policy or procedures.
- b) In these unlikely situations, and others, the Company will inform the Client, and a signed amendment to this Agreement will be made.

4.2 Additional Expenses

- a) The following are additional government fees which are subject to change from time to time and will be needed concerning this application.
- i. DHA processing fees:
- AUD 4045 for Principal Applicant
 - AUD 2020 for Spouse
 - AUD 1015 for each dependent child
- ii. Skill Assessment body fee and STN or Regional sponsorship (Profession dependent)
- iii. Language Tests: AUD400 per person (estimate)
- iv. Medical examinations: AUD200 per person (estimate)

4.3 Payment Methods

- a. Clients can make Payments by Cheque, Credit Card, Bank Transfer, Cash, or through online payments.
- b. Clients shall make all Bank transfers in AED currency to the following account:

Signature _____

Bank Name	Emirates NBD
Account Name	DIDACTIC MANAGEMENT CONSULTANTS LLC
Account #	1015442980201
Bank address	Sheikh Zayed Road, DUBAI, UAE
IBAN #	AE760260001015442980201

4.4 Terms of Payment

- All payments are due upon receipt of an invoice.
- Not paying an invoice within the stipulated time of receipt and without the prior consent of the company, will suspend/ put this Agreement on hold, and no further services will occur until the full payment is received.
- Not paying the invoice within thirty (30) calendar days of receipt will automatically terminate this Agreement.
- The Client understands that the company fees are not for the issuance of a visa or other approval from a government body. Professional prices reflect services rendered to the Client's application by both the parties and its associates.

4.5 Acknowledgment

- The client further acknowledges & understands that if he/she do not clear the dues on the date of the amount falling due then 500 AED per month on the due amount would be imposed.
- The client further undertakes that he/she would not issue instructions to his/her banker not to honor the cheque/demand draft that is issued by him/her in favor of the company.
- The client further acknowledges & understands that cheque bouncing charges (AED 100) shall be applicable as per the company policy.
 - The client further acknowledges & understands that the Total Fee charged by the company is towards preparation and filing of his/her case and is therefore entitled to the entire fee once the client's application is filed. The total cost to be paid by the client becomes due once he/she retains the services of the Company, irrespective of the stage at which the client shall pay the same, as the client may make the payment based on the payment plan selected by him/her. In case the client's application does not get processed for any reason, the Company will not refund any of the total fees for the services provided and shall be entitled to full payment for the services offered.

If the client does not clear the outstanding dues to the company, it shall be perceived as a breach of the agreement. In case the payment is not made following the terms and conditions of this contract of engagement, the Company shall have the right to stop providing services to the Client without prior notice. If for any reason whatsoever, the Client becomes disinterested in pursuing his/her application for permanent residence or withdraws his/her case, then in such case the Company shall be entitled to full payment of the fee for the services provided.

Signature _____

4.6 Other Terms and Conditions

- a) The Company shall not directly or indirectly assist the Client in the following work:
 - i. In passport work (of any type)
 - ii. Procurement of Educational/Experience Certificates.
 - iii. Other documents and evidence required for the Immigration Case;
- b) All the materials presented by the client for onward submission to be the designated to Skill Assessment organization and Visa Office are believed to be genuine and would be forwarded to concerned Authorities in Good faith.
- c) The Company shall not be held responsible for wrong assessment in case the client doesn't disclose the fact initially that his/her education is from a non-recognized institution.
- d) We understood that Provincial Authorities/Citizenship and Immigration Australia processes all immigration applications as per the immigration Laws and policies.
- e) The Company or any of its agents do not give the client any guarantee of obtaining Nomination/immigrant Visa of Australia, other than providing the client with the advice and representing him/her in best possible way.
- f) The granting of permanent resident status and the time required for processing immigration applications is the sole discretion of the government and not any of the parties.
- g) The terms of this Agreement shall apply equally to all members of the Client's family are included in the application.
- h) If the company is asked to act on the Client's behalf on matters other than those outlined in this Agreement, or because of a material change in the Client's circumstances, or because of material facts not disclosed at the outset of the application. If such occurs, the client will have to pay a separate fee as appropriate to the nature of the application.
- i) The company is associated with lawyers who are registered with MARA that provides consultation and guidance information in relation to the immigration policies in Australia. However, the company reserves the right to update or change the contract with any of these lawyers. In place of such circumstance, such will be done with the interest of our client as a priority.

Signature _____

- j) The company is not responsible for the loss of documents in transit as this is the responsibility of the delivery company. The company recommend that all correspondence be sent by registered mail or with a reputable international courier and will notify the company before dispatching any documentation to the company.
- k) This Agreement shall consist of two copies that are both equally valid. The Client and the company will each receive one of these copies
- l) This Agreement is subject to the laws in effect in Dubai, UAE. All disputes in connection with this Agreement will be dealt with by the appropriate governing body found in this jurisdiction.
- m) The granting of permanent resident status and the time required for processing immigration applications is at the sole discretion of the government and not any of the parties.

Further, the client understands that the total fee charged by the company is for preparation and filing of his/her case, and is therefore entitled to the complete payment once the client's claim is filed. The total fee to be paid by the client becomes due once she/he retains the services of the Company. It is irrespective of the stage at which the client shall pay the same, as the payment made by the client's case does not get listed for any reason, the Company will not refund any of the total fees for the services provided and shall be entitled to a full price for the services offered.

Re-filing: In case of re-filing, the client shall pay additional Fees as per company policy.

5.0 REFUND POLICY

The company is not liable to refund the amount paid on below grounds-

- a) The Client acknowledges that the granting of immigration status is at the sole discretion of DHA and not the company which is mentioned in this agreement.
- b) Should unexpected, subsequent, or retroactive changes to immigration laws occur from the date of this Agreement, the Company will not refund fees that have already been paid and earned, as the work was carried out in good faith.
- c) If in case of any ambiguity happens between the current resident country where you reside and the state that the applicant is applying for immigration.
- d) The Company will not refund any fees for the services provided if the Client withdraws the application before processing is complete.

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- e) The Client provides different information other than that which was mentioned on any of the Parties assessment form, and the new report makes the Client ineligible for the GSM after work has commenced.
- f) The immigration program closes, and the capacity for the application has been reached;
- g) The Client does not obtain the required documents within the stipulated time as determined by the company or the assessing body.
- h) The Client fails to complete the immigration process by missing an interview or neglecting to undergo a medical examination.
- i) The Client is rejected based on a medical condition, criminality record, or national security concern, or for any other unforeseen or undisclosed reasons.
- j) The Client communicates directly with government bodies and other organizations without the Company's written consent, and the application is negatively affected as a result; and the Client breaches any of the terms of this Agreement by providing false information, fraudulent documents or commits any other type of fraud or misrepresentation.
- k) Once the Client file has been created; the initial consultation is complete; and the client receives the required document checklist, the client agrees that the initial payment is non-refundable as a considerable amount of work has already been put into the client file.
- l) Once the data is submitted to the Australian government for processing, no refunds will be allowed as this is contrary to the applicable laws that forbid contingency billing.
- m) The expiry of this contract is Eighteen months from the day of issue and signed.
- n) Once the client signs the contract and then he/she does not wish to proceed further for any reason whatsoever.
- o) The client voluntarily withdraws the immigration case at any stage
- p) Refunds are applicable where the client has paid the full shelf rate/package amount. If you have made a partial payment in such instance Refund will not be appropriate.
- q) If a file is dormant for 90 days and above and action is pending from the client's end, and further, no communication is received from the client, the case will be Temporarily closed. Refunds will not be applicable in such cases.

5.1 Fees Paid to Government Agencies or Other Organizations

- The company is not responsible for obtaining refunds of money that the Client pays directly to other entities, and the Client understands that they will be subject to the refund policies of the government or organization involved in the deal.
- As fees to other organizations are paid for directly by the Client, the Company is not obligated to reimburse this money to the Client for any reason.
- If the Company pays government fees on a Client's behalf, the Client must contact the government body for a refund. The company will not reimburse the Client for this amount.

Signature _____

- If a refund option exists, the company will give the Client instructions on how to recover prepaid government fees.

6.0 CONFIDENTIALITY

- The client on signing this agreement permits the company to share his/her information to any third party that has a compelling role to play towards the success of the client's application.
- Section 6(a) will also bind to all forms of marketing and promotion activities after a successful application process for the client.
- The company will ensure that all persons as described in section 6(b) of this agreement are bound to uphold the confidentiality of any information that is supplied by the Client.
- In any event, where a client's spouse is included in a single application, the company understands that their information is regarded as one and hence, either of the spouses cannot be considered as a third party.
- If there is a persisting unresolved conflict; then, the company cannot continue to act for the Client and may have to withdraw completely.
- The Client agrees to the use of electronic communication and storage of confidential information. Both the parties will use its best efforts to maintain a high degree of security for electronic communication and information storage as mentioned in section 6(a).
- The company will be solely responsible for the client's profile documents and application. Therefore, reserves the right to confine distribution of the login details.

6.1 FORCE MAJEURE

The company is not liable for failure to perform its obligations if such failure is as a result of circumstances beyond its control (this includes fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor

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dispute, strike, lockout or interruption or failure of electricity or telephone service.

Also included in these circumstances are changes to government legislation, regulations, rules, and policies (e.g., new assessment or selection criteria being applied retroactively or the government deciding not to process applications that have already been submitted)

6.2 TERMINATION

- This Agreement is considered terminated upon completion of Eighteen months (Validity of this Agreement) or if material changes occur to the Client's application or eligibility which make it impossible to proceed with services detailed in Section 3 of this Agreement.
- This Agreement may be terminated, in writing, by both the parties jointly, for the following reasons:
 - The Client has instructed any of the party to do something illegal or in contravention of its professional obligations
 - The Client has taken false advantage of any party involved
 - The Client has refused to give adequate instructions to any of the party
 - A conflict of interest has or will occur.
- On termination of the contract, the client is not liable for a refund if the condition of termination is within the provisions of section (5) and section 6.2.

6.3 DISPUTE RESOLUTION

- In the event of a dispute, the Client and the company will make every effort to resolve the matter between the two parties.
- In the event a resolution cannot be reached; the Client is to present the complaint in writing to the company and allow the Company twenty-one (21) business days to respond to the Client.
- The Client understands that DHA is accepting applications in the Client's job category depending on the rounds of invitation or as per the capping combined, whichever comes first.
- The Client understands that immigration quotas can be filled before the government releases this information to the public. The Company receives updates about the GSM at the same time as the general public.

Signature _____

- This Agreement is subject to the laws in effect in Dubai, UAE. All disputes in connection with this Agreement will be dealt with by the relevant governing body found in this jurisdiction.

VALIDATION

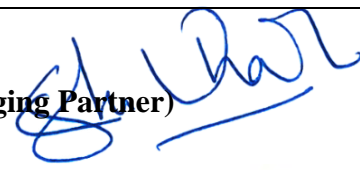

- The Client acknowledges that they have read and understood this Agreement, have sought translation if required, have obtained such independent legal advice as they deem appropriate, and agree to be bound by its terms.
- The Client has been told, recognizes, and understands that the Company has made no guarantee promising the success or outcome of this application.
- By signing this Agreement, the Client understands all their responsibilities under this Agreement and has asked for and obtained an explanation on every point which needed to be clarified

CONSENT

Both the parties have correctly read and understood the contents of the contract of Engagement and append the respective signatures of their free will and without any misrepresentation, coercion, undue influence or importunity on the part of either party. The parties further render their consent and undertake to abide by the terms of the contract in its totality. This contract of engagement is executed between the parties named here-in-above who have put their signatures here-in-below.

Signature _____

7.0 Signature

CLIENT SIGNATURE:	
Didactic Management Consultants LLC.	Chetan Kumbhar (Founder & Managing Partner) 
	Vidisha Kumbhar (Founder & Managing Partner) 
Date: Place:	DD/MM/YY: _____ ABU DHABI

"This is a computer-generated contract. NO signature is required."