

AGREEMENT FOR SERVICES
Agreement No 20658

Service Provider	Name:	Disha Immigration Services
	Address:	Office 3403, Latifa Tower, East Wing, Sheikh Zayed Road, Next to Crown Plaza Hotel, Dubai
	Phone No:	+971 4 344 7757
	Email:	info@dm-consultant.com
Client	Name:	Mira Tonyabou Jaoude
	Address:	Dubai
	Phone No:	971544886767
	Email:	aboujaoude.mira@gmail.com
Service Category	General Skilled Immigration	
Program Interested	Australia Single (Lawyer)	
Fees & Charges	Fees and charges are set out in 3.	

Important Information for Clients:

The terms and conditions of providing immigration services ("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 at the bottom of each page, you are indicating that you have read and understood the terms on that page.

I have read and understood the terms and conditions on the following pages and I agree to be bound by this agreement.

TERMS AND CONDITIONS OF AGREEMENT FOR SERVICES

1. APPOINTMENT

The Client hereby appoints Disha Immigration Services (“DIS”) to perform the services described in this Agreement (“Agreement”).

2. SERVICES TO BE PROVIDED

2.1 DIS shall provide the following Services to the Client:

- a. Advisory services relating to the Client’s intent to migrate to Australia as per available visa subclass(189/190/491).
- b. Provide truthful and sincere advice regarding the prospects of success in obtaining permanent residence.
- c. Analyze current immigration law relating to the nominated visa category or review application.
- d. Assist in the completion and/or checking of relevant application forms.
- e. Provide advice and assistance relating to documentation required to support the application.
- f. Prepare necessary supporting submissions to be filed before the relevant assessing authority, department or review body for visa application.
- g. Submit the application to the relevant assessing authority, department or review body for processing as soon as possible.
- h. Wherever possible, supply any further documentation or information requested by the assessing authority, department or review body on receipt of documents from the Client.
- i. Wherever possible, assist the Client to comply with any request made by the assessing authority, department or review body.
- j. Keep the Client fully informed of all developments concerning the progress of the application.
- k. Promptly advise the Client of any communications from the department or review body.
- l. During the processing of the application, advise the Client of any changes in the law or other policy requirements affecting the visa application.
- m. Advise the Client promptly of the outcome of the application.
- n. Provide post grant migration advice regarding visa conditions and requirements.
- o. Provide other services set out in Annexure 1.

3. WHO WILL PERFORM THE SERVICES

- a. The Client acknowledges and consents that the Services of immigration assistance set out in this Agreement will be delegated to authorized immigration officers of DIS.
- b. Administrative services may be provided by other staff.

4. DIS COVENANTS THAT IT

- a. Is authorized to provide services as per terms of this Agreement.
- b. Has sufficient knowledge of the relevant laws and processes to be able to competently provide the agreed services.
- c. Will advise the Client in writing, if in DIS’s opinion, the application is vexatious or grossly unfounded.
- d. Will act in accordance with the law and in the best interests of the Client, and deal with the Client competently, diligently and fairly.
- e. 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.)

5. CLIENT’S OBLIGATIONS

5.1 Client’s Obligations are set out in 2.

5.2 The Client acknowledges and confirms that:

- a. Services are limited to advising about Immigration law and process for filing visa application. DIS will be unable to predict future changes in the law and/or whether or not the Client’s application will be accepted/rejected.

- b. The Client will respond promptly to requests by DIS for further information or documents.
- c. The Client will not hold DIS responsible for delays caused by the Client's failure to promptly provide correct information or documents.
- d. DIS will be under no obligation to submit the Client's application to the assessing authority, department or review body until payment has been made in full of all fees due and payable at that stage.
- e. The final decision on an application submitted to assessing authority, department or review body is beyond DIS's control. Nothing contained herein shall be construed as guaranteed success of any application.
- f. DIS will not be liable for any loss arising from changes to the law affecting the Client's application, which occurs after filling of the application. The Client bears the risk that changes in immigration law may cause an application to be refused.
- g. DIS is under no obligation to provide any refund should the application be refused for reasons outside the DIS's control.
- h. The Client will not sell property, leave employment, finalise any business or personal affairs or take similar steps in anticipation of obtaining a visa.
 - i. All information provided to DIS is true and current and that all documents supplied are genuine and authentic.
- j. The Client will, during the processing of an application, notify DIS of any material changes in the circumstances of the Client or the Client's immediate family.
- k. If DIS has advised the Client in writing that in the DIS'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 intends to file the application. The Client is aware that the provision of false information or documents is likely to lead to an application being refused.
- l. The Client is aware that failure to make prompt payments to the concerned authorities, review body or skills assessment body may lead to an application being refused.
- m. The Client agrees that DIS is the sole contact with concerned authorities and the Client will not contact such authorities without consent of DIS. The Client agrees that if the Client breaches the terms of this clause, DIS has the right to terminate the Agreement, or in the alternative DIS has the right to charge additional fees for any additional services required as a result of the breach.
- n. If due to any reason the Client is unsatisfied with the Services of DIS, the Client may terminate this Agreement pursuant to clause 6.

6. TERMINATION OF AGREEMENT

- a. This Agreement shall automatically terminate upon expiry of eighteen months from the date of signing by the Client.
- b. Either Party may terminate this Agreement:
 - i. For convenience by giving 7 days written notice to the other Party.
 - ii. Forthwith due to breach of material terms of this Agreement by the other Party.
 - iii. If the Client mis-behaves with any of DIS employee/representative of the Client.
- c. Upon termination of the Agreement, all liabilities of DIS shall be discharged and DIS shall not be liable to refund any fees to the Client.
 - i. DIS shall provide the Client with breakup of different services provide until the termination and applicable fees on hourly basis amount to be deducted from the fees already paid.
 - ii. Unless otherwise agreed by DIS, upon termination of the Agreement, all liabilities of DIS shall be discharged and DIS shall not be liable to refund any fees to the Client.

7. RETENTION OF DOCUMENTS

- a. DIS 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) 18 months 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 Client will ensure they collect their original documents (if any) from DIS within 21 days of receipt of intimation from the visa authorities of approval or rejection of the Client's visa application.

8. CONFIDENTIALITY

- a. DIS will preserve the confidentiality of the Client. DIS will not disclose or allow to be disclosed confidential information of the Client or the Client's business without the Client's written consent, unless required by law.
- b. Client acknowledges and agrees that his/her details will be shared by DIS for the purposes of immigration process with the third parties including without limitation agents for ECA, Notary, IELTS and similar other institutions/agents and share the Client's details for marketing, branding for promotional activities.

9. 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 DIS 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 exclusively to Dubai International Financial Centre (DIFC) courts in Dubai ,UAE. Parties undertake that they shall refrain from maligning each other on social media. If the Client for any reason mis-behaves with DIS employees/representatives and/or choses to malign DIS on social media without first obtaining a judgment/order in his/her favor from the courts in UAE, DIS shall be entitled to recover suitable damages from the Client which shall be in addition to any other legal recourse DIS may have against the Client.
- d. This Agreement shall be governed by the laws of Dubai ,UAE.

10. Miscellaneous

10.1 Force Majeure. Neither Party will be liable to the other for failure to fulfil its obligations hereunder if such failure is due to causes beyond control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failure, governmental prohibitions or regulations, national emergencies, insurrection, riots or wars or viruses which did not result from the acts or omissions of such Party, its employee or agents, strikes, work stoppages or other labor difficulties, unavailability or delays in transportation, default of suppliers ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred because of such Force Majeure Event. If such Force Majeure Event continues for a period of (ninety) 90 days, then either party may terminate this Agreement.

10.2 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the Parties relating to it.

10.3 Assignment. Client shall not assign and/or transfer his/her rights and/or obligations under this Agreement without prior written consent of the other Party.

10.4 Notices. All notices, requests, demands, consents, waivers or other communications required to be given by either Party to the other pursuant to this Agreement shall be in English, in writing on the address mentioned in this Agreement.

10.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement, it shall not be necessary to produce >more than one of such counterparts.

10.6 Language. This Agreement may be executed in different languages. Parties agree that in the event of discrepancy, the English version of this Agreement shall prevail over any other versions of this Agreement.

Annexure 1
DIS's Obligations

In addition to the Services set out in clause 2, DIS shall provide following services to the Client:

1. Post Landing Services - The DIS shall provide following services through its associate post the Client's immigration application is accepted:

- a. Arrange for Client's transfers from the International Airport in Australia if the Client books guest house accommodation through DIS.
- b. Assist the Client in applying for TFN (Tax file number).
- c. Assist the Client in the opening a bank account and applying for bank debit and credit cards.
- d. Assist the Client in applying for applicable Health Insurance Plan in Australia.
- e. Provide the Client with relevant information on private health insurance companies in Australia to purchase temporary health insurance during the waiting in 30 days to get government health insurance.
- f. Share with Client information on Child and Social Welfare schemes available in Australia.
- g. Guide the Client on the process for hiring private accommodation and information on rentals and prices.
- h. Guide the Client for admission of Clients children in school/college/university.
- i. Inform the Client on public transportation.
- j. Information on Income Tax structure.
- k. Guide the Client on the process for obtaining Australian Driving License.
- l. Professional Guidance for the intended occupations.
- m. Inform the Client on relevant education and professional bridging courses to be taken and other related details like costs and duration of the classes.
- n. Guide the Client for enhancing skill level by joining requisite courses important to search for a job in own profession in Australia.
- o. Guide the Client on free access to various job banks through Government and other private placement agencies in Australia.
- p. Guide the Client on free job search information and workshops available through Government libraries and employment resource centers in Australia.

Annexure 2

Obligations of the Client

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

1.1 Documents

- a. The Client shall provide all documents required by the visa processing departments in Australia. The Client shall be responsible for ensuring the accuracy of any forms they sign or documents they provide to DIS. The Client will review all forms before providing them to DIS.
- b. The Client will not sign forms or other papers from government bodies or other organizations until DIS reviews the documents first. This shall not relive the Client from its obligations to provide true and accurate information.
- c. All documentation must be in English.
- d. The Client will provide all translation along with a sworn statement from a person fluent in both English and the language of the documents. The translator cannot be Client or one of Client's relatives. An accredited translator must translate police certificates.

1. DIS will not be responsible for:

- i. 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.
- ii. any delay in the process or change in procedures by the authorities in Australia.

2. DIS shall not be responsible if the Client's application cannot be presented due to unverifiable credentials, insufficient credentials, or a lack of points based on the credential assessment.

1.2 English Proficiency Tests (IELTS)

- a. The Client must attain high proficiency in all four areas of their language exam to qualify for Australian immigration Visa. The minimum pass mark is six bands in each module.
- b. Even if the Client meets passing marks in all 6 bands, they must still earn an overall score high enough to reach 65 points or above, which is the minimum point requirement to qualify for the Australian immigration Visa.
- c. If the Client estimated their level of language proficiency in the initial assessment by themselves, they acknowledge that DIS determined their eligibility to apply for Australian Immigration based on that estimate.
- d. DIS shall not be responsible in any manner whatsoever if the Immigration application cannot be submitted because the Client scores are below the scores required by the authorities in Australia or falls short of the required 65 points based on language proficiency test results (6 in each module minimum).
- e. To increase the probability of invitation, the Client should try to score above 65 points and to enhance the chances client should score 79 and above in PTE(A) and 8 and above in IELTS(General/Academic) as applicable.
- f. Submit your IELTS or equivalent test score card within 90-120 days of the signing of this Agreement.

1.4 Disclosure of medical Condition and Criminal/Security History

- a. The Client confirms that they and their dependents do not have any severe and communicable medical condition or a criminal record.
- b. The Client and their dependents must pass all medical and criminality/security background checks for the Client's application to be accepted.
- c. DIS shall not be responsible if the client's application is rejected based on the results of a medical or criminal/security background check.

1.5 Misrepresentation

- a. The Client agrees not to provide false or inaccurate documents or information. If the Client misrepresents information, the application will be declined.
- b. The Client may also be barred from entering Australia, have a permanent record of fraud with government bodies, have their status as a lifelong resident or Australian citizenship taken away, be charged with a crime, or be removed from Australia. The Client's misrepresentation may negatively impact the Client's dependents.
- c. The Client acknowledges that they are solely responsible for any adverse consequences if false or inaccurate documents or information is provided to DIS.

1.7 Settlement Funds

- a. The Client is aware that he/she must have sufficient settlement funds to apply for permanent residency in Australia(3 to 4 months).
- b. The Client cannot source the settlement funds from elsewhere. Proof of funds and its source must be provided with the application and again when the Client arrives at the Australia border with a permanent resident visa.
- c. Lack of adequate funds or proof of source of sufficient funds may lead to a successful Client being refused permanent residence at the Australian border. The Client must provide recent documentation confirming the existence of these funds with them when they enter Australia after being approved .
- d. The Client will make their own arrangements for travel and transferring funds to Australia. DIS does not provide help or provide assistance in this regard.

1.8 Communication with DIS & Government Bodies

- a. The preferred method of contact with DIS is via email, and the Client agrees they will contact DIS by email whenever possible.
- b. All communication between the Client and DIS 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 DIS will not be responsible for any errors or miscommunications due to translation.
- c. The Client will immediately notify DIS in writing if a government body or other organization contact them concerning this application. The Client will delay a response, if possible until DIS can provide the Client with further instructions.

1.9 Acknowledgment The Client acknowledges and understand that:

- a. If he/she does not clear the dues on the date of the amount falling due then 500 AED per month on the due amount would be imposed.
- b. 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 DIS.
- c. Cheque bouncing charges ((AED) 100) shall be applicable as per DIS policy.
- d. Total Fee charged by DIS is towards preparation and filing of his/her application. DIS 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 DIS, 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, DIS will not refund any of the total fees for the services provided and shall be entitled to full payment for the Services.
- e. Skill Assessment and Visa processing fees (VPF) or any other charges levied by other designated organizations/Immigration Authorities/Provincial authorities in accordance with the current policy of Skill Assessment of organization and immigration regulations of Australia shall be payable by the Client in addition to the fee paid by the Client to DIS for Services. Since the Visa Processing Fee and Skill Assessment is paid to the concerned Authorities, the Client shall not seek a refund of the said fee from DIS. The Client shall solely be responsible for any adverse effect on the application due to delay/non-payment/insufficient payment of Skill Assessment Fee and the Visa Processing Fee, or any other fees levied by the concerned Authorities, from time to time, would be borne by the Client. Further, the above said Skill Assessment Fee and the processing fee is non-refundable as per the current Laws.

1.10 Exclusions

- a. DIS shall not directly or indirectly assist the Client in the following:
 - i. In applying for / obtaining passport (of any type).
 - ii. In procuring Educational/Experience Certificates.
 - iii. Other documents and evidence required for the Immigration Application.
- b. DIS shall not be responsible for any loss of records in transit.
- c. All the documents submitted by the Client for onward submission to the designated Skill Assessment organization and Visa Office are believed to be genuine and would be forwarded to concerned Authorities in Good faith and believing it to be real and authentic.
- d. DIS shall not be held responsible for wrong assessment in situations where the Client fails to disclose that his/her education is from a non-recognized institution.

- e. DIS 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 terms of this Agreement shall apply equally to all members of the Client's family who are included in the visa application.
- g. If DIS 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, the Client will have to pay a separate fee as appropriate to the nature of the application.
- h. DIS is associated with lawyers who are registered with the MARA that provides consultation and guidance information in relation to the immigration policies in Australia. However, DIS 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.
- i. DIS is not responsible for the loss of documents in transit as this is the responsibility of the courier company. DIS recommends that all correspondence be sent by registered mail or with a reputable international courier and the Client should notify DIS before dispatching any documentation.
- j. In case of refiling, the Client shall pay additional Fees as per policy of DIS.

Annexure 3 SCHEDULE OF FEES & PAYMENT

1. **Fees-** The Client will have below mentioned payment plan option for all the services mentioned in this fee agreement.

Upfront

Fee Category	Retainer	Professional	Amount (AED)
Total Package	12000	0.00	12000

Note: The total retainer fee paid is non-refundable.

VAT is applicable on above fees as its not included.

Please refer to receipt for complete payment details as per package selected.

2. Additional Professional Fees

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

3. Additional Expenses

The following are additional government fees which are subject to change from time to time and needed concerning this application.

- i. DHA processing fees:
 - o AUD 4045 for Principal Applicant
 - o AUD 2020 for Spouse
 - o 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. 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:

Bank Name	EMIRATES NBD
Beneficiary's name	DISHA IMMIGRATION SERVICES
Account #	1015497947501
Bank address	BURJUMAN, DUBAI, UAE
IBAN/Swift/IFSC #	AE480260001015497947501

5. 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 DIS, 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 DIS 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.
- If the Client does not clear the outstanding dues to DIS, it shall be perceived as a breach of the Agreement and DIS 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 application, then in such case DIS shall be entitled to full payment of the fee set out in Schedule 1 of 3.
- 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

6. REFUND POLICY

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

- The Client acknowledges that the granting of immigration status is at the sole discretion of Department of Home Affairs and not DIS.
- Should unexpected, subsequent, or retroactive changes to immigration laws occur from the date of this Agreement, DIS will not refund fees that have already been paid and earned, as the Services were performed in good faith.
- If in case of any ambiguity happens between the current resident country where the Client resides and the state that the Client is applying for immigration.
- DIS will not refund any fees for the services provided if the Client withdraws the application before processing is complete.
- 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 immigration after work has commenced.
- The immigration program closes, and the maximum capacity for the application has been reached.
- The Client does not obtain the required documents within the stipulated time as determined by DIS or the assessing body.
- The Client fails to complete the immigration process by missing an interview or neglecting to undergo a medical examination.
- The Client is rejected based on a medical condition, criminal record, or national security concern, or for any other unforeseen or undisclosed reasons.
- The Client communicates directly with government bodies and other organizations without DIS'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.
- 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.
- Once the application 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.
- DIS shall review the application for the second time in case if the application fails to receive an ITA at the first attempt with (AED) 1500 as extra charges for re-enrollment.
- Once the Client signs the contract and then he/she does not wish to proceed further for any reason whatsoever.
- The Client voluntarily withdraws the immigration application at any stage

- p. Refunds are applicable where the Client has paid the full shelf rate/package amount. If the Client makes a partial payment in such instance Refund will not be applicable.
- q. If a file is dormant for 90 days and above and action is pending from the Client's end, and no communication is received from the Client, the application will be temporarily closed with an email communication. Refunds will not be applicable in such cases.
- r. In case the client gets a negative skill assessment, and client do not wish to continue the case than company undertakes to refund the complete professional fees as per the fee agreement (subject to skill assessment completed in six months from the date of signing the contract). Any discount given will be adjusted from the professional fees.
- s. In case of negative skill assesment AED 3600 is refundable amount. (Any discount given will be deducted from this amount)

7. Fees Paid to Government Agencies or Other Organizations

- DIS is not responsible for obtaining refunds of money 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 that is involved.
- As fees to other organizations are paid for directly by the Client, DIS not obligated to reimburse this money to the Client for any reason.
- If DIS pays government fees on a Client's behalf, the Client must contact the government body for a refund. DIS will not reimburse the Client for this amount.
- If a refund option exists, DIS will give the Client instructions on how to recover pre-paid government fees.

Signed by the Disha Immigration Services:



Chetan Kumbhar (Founder & Managing Partner)



Vidisha Kumbhar (Founder & Managing Partner)

Date: 15/06/20

DUBAI

Mira Tonyabou Jaoude

***Note:I hereby acknowledge that I have read and understood the contractual terms and conditions mentioned in this agreement and also agree that the agreement is legally binding.

Your i/p: 123 is captured.