



DREAMLAND (AUSTRALIA) PTY LTD
(ATF The Peters Family Trust)
Trading as: Dreamland Migration Services
ABN: 17 440 909 313
Unit 2, 375 Charles Street, North Perth 6006

AGREEMENT FOR SERVICES AND FEES

Draft Sample

The terms and conditions of this Agreement are set out below. By initialling the bottom of each page, you are indicating that you have read and understood the terms on that page.

AGENT DETAILS	Name: Derrick Peters MARA Registration No: 1175659 Business Address: Unit 2, 375 Charles Street, North Perth WA 6006 Email: dpeters@dreamlandmigration.com.au Phone: 0478 311 655 Fax: (8) 6323 1816
BUSINESS DETAILS (if different)	Name: Dreamland Migration Services ABN Number: 17 440 909 313
CLIENT DETAILS	<u>Client 1 - Name:</u> Address: Email: Phone: Fax: <u>Further clients</u> Details of other clients shall be attached on a separate attachment.
FEES & CHARGES	Fees and charges are set out in the 'SCHEDULE OF FEES' at the end of this document.
TIME ESTIMATE	The Agent estimates that the time taken to lodge the application may be 4 to 6 weeks and that the time to any decision may be 6 to 8 weeks. <i>Please note that times for approval are outside of the control of the Agent and the Agent cannot guarantee their accuracy.</i>

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

I have explained this page to the Client: Agent's name

The terms and conditions of this Agreement are set out below. By initialling the bottom of each page, you are indicating that you have read and understood the terms on that page.

SERVICES TO BE PROVIDED [~~Delete or strike-out where not applicable~~]

The services to be provided under this agreement include the following:

	Providing advice relating to the Client's goals to obtain a subclass 820 visa.
	Providing frank and candid advice regarding the prospects of success of the visa application.
	Analysing current Immigration Law relating to the nominated visa category.
	Assisting in the completion and/or checking of relevant application forms.
	Providing advice and assistance relating to documentation required to support the application from the fiancé (Michael Riley of the UK) via the client as well as from the client.
	Preparation and lodgement of a Subclass XXX Partner visa application.
	Prepare any necessary supporting submissions to the relevant Department of Immigration and Border Protection (the Department)
	Submit the application to the as soon as possible.
	Wherever possible, supply any further documentation or information requested by the Department on receipt of documents from the Client.
	Wherever possible, assist the Client to comply with any request made by the Department.
	Monitor the progress of the application update client until a decision on the application is made.
	Other (please specify)

SERVICES TO BE EXCLUDED [~~Delete or strike-out where not applicable~~]

The services to be provided under this agreement exclude the following:

	Reviews and appeals (unless declared above).
	Professional services required by changes in immigration law after this contract has been accepted.
	Liaison with clients and Department regarding Departmental requests for further information related to health and character requirements after the application has been lodged.

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

I have explained this page to the Client: Agent's name

The terms and conditions of this Agreement are set out below. By initialling the bottom of each page, you are indicating that you have read and understood the terms on that page.

TERMS AND CONDITIONS

1. APPOINTMENT OF AGENT

The Client appoints the Agent to represent the Client and to perform the services described in this Agreement.

2. CODE OF CONDUCT (THE CODE)

- 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.
- 2.2 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.
- 2.3 The Agent guarantees to provide a copy of the Code to the Client on request and at a reasonable fee. It is also available at www.themara.com.au.
- 2.4 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.
- 2.5 If the Code is inconsistent with the agent's obligations as a legal practitioner or otherwise, or is inconsistent with the laws of the Country in which the Agent is operating, the Agent and the Client agree to vary this agreement to comply with the laws of that Country, to the extent of any inconsistency.

3. WHO WILL PERFORM THE WORK

- 3.1 The Client acknowledges and consents to the immigration assistance covered by this agreement being provided by Derrick Peters MARN 1175659 (the "Responsible Agent").
- 3.2 The Client acknowledges and consents to immigration assistance covered by this agreement being delegated to other Registered Migration Agents as required.
- 3.3 The Client acknowledges and consents to administrative services being provided by other staff. The Responsible Agent will properly supervise the work carried out by any staff working for the Agent.

4. THE AGENT GUARANTEES THAT HE OR SHE:

- 4.1 Is registered with the Migration Agents Registration Authority.
- 4.2 Maintains the required level of Professional Indemnity Insurance.
- 4.3 Will act in accordance with the law and in the best interests of the Client, and deal with the Client competently, diligently and fairly.
- 4.4 Has sufficient knowledge of the relevant laws to be able to competently provide the agreed services.
- 4.5 Before starting work for the Client, will give the Client:
 - (a) an estimate of fees for each hour or each service to be performed and disbursements that the Agent is likely to incur as part of the services to be performed; and
 - (b) An estimate of the time likely to be taken in performing the services.
- 4.6 Will advise the Client in writing, if in the Agent's opinion, the application is vexatious or grossly unfounded.
- 4.7 If asked by a client to give an opinion about the probability of a successful outcome for the client's application, the agent will give the advice in writing within a reasonable time, and may also give the same advice orally, and will not hold out unsubstantiated or unjustified prospects of success when advising the client orally or in writing.
- 4.8 Will not make statements in support of an application under the *Migration Act* or *Migration Regulations*, or encourage the making of statements, which he or she knows or believes to be misleading or inaccurate.
- 4.9 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.)
- 4.10 Will, on request, provide the Client with a copy of their application and any related documents
(The Agent is entitled to charge a reasonable amount for copies.)
- 4.11 Will, if providing translating or interpreting services, include the Agent's name and registration number on a prominent part of the translated document.
- 4.12 Has no conflict of interest in terms of Part 2 of the Code, apart from the matters disclosed in Part 10 of this Agreement.
- 4.13 Has disclosed in Part 10 of this Agreement all financial benefits received from Third Parties or provided to Third Parties as a result of providing advice of non-migration nature to the client.
- 4.14 Will keep records of the clients' account, including:
 - (a) the date and amount of each deposit made to the clients' account, including an indication of the purpose of the deposit and the client on whose behalf the deposit is made; and

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

I have explained this page to the Client: Agent's name

The terms and conditions of this Agreement are set out below. By initialling the bottom of each page, you are indicating that you have read and understood the terms on that page.

- (b) the date and amount of each withdrawal made in relation to an individual client, and the name of each recipient of money that was withdrawn; and
- (c) receipts for any payments made by the client to the agent; and
- (d) statements of services; and
- (e) copies of invoices or accounts rendered in relation to the account.

5. THE CLIENT GUARANTEES THAT:

- 5.1 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 that may affect applications after they have been lodged.
- 5.2 The Agent does not guarantee the success of any application.
- 5.3 The Agent will not be liable for any loss arising from changes to the immigration law affecting the Client's application, which occurs after the application has been lodged.
- 5.4 The Agent is under no obligation to provide any refund should the application be refused for reasons outside the Agent's control.
- 5.5 The Agent will be under no obligation to submit the Client's application to the Department or review body until payment in full has been made for all fees due and payable at that stage.
- 5.6 The Agent has provided the Client with a copy of the booklet titled *Information on the Regulation of the Migration Advice Profession*.
- 5.7 The Agent's professional fees can be invoiced on behalf of the Agent by the Agent's business entity, as listed on the MARA Register of Migration Agents.
- 5.8 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.
- 5.9 The Client bears the risk that changes in immigration law may cause an application to be refused.
- 5.10 The Client will respond promptly to requests by the Agent to provide further information or documents.
- 5.11 The Client will not hold the Agent responsible for delays caused by the Client's failure to promptly provide information or documents.
- 5.12 The Client is aware that failure to provide documents as required is likely to lead to an application being refused.
- 5.13 The Client confirms that 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.
- 5.14 The Client is aware that the provision of false information or documents is likely to lead to an application being refused.
- 5.15 The Client is aware that failure to make prompt payments to the Department, review body or skills assessment body may lead to an application being refused.
- 5.16 The Client will, during the processing of an application, notify the Agent of any material changes in the circumstances of the client or any other person who may be involved in the visa application.
- 5.17 The Client will not sell property, leave employment, finalise any business or personal affairs or take similar steps in anticipation of obtaining a visa without first notifying the Agent.
- 5.18 The Client will advise the Agent of any change of contact details within two weeks of the change.
- 5.19 **The Client agrees that the Agent is the sole contact with the Department and the Client will not contact the Department without agreement from the Agent.**
- 5.20 The Client agrees that if the Client breaches Clause 5.19, the Agent has the right to terminate the contract, or in the alternative the Agent has the right to charge additional fees at the rate of \$180 per hour for any additional services required as a result of the breach.
- 5.21 The Client agrees that if they make any payment via credit card, a merchant transfer fee will be imposed and disclosed on the invoice.
- 5.22 If the application is for an employer-sponsored visa, the Client agrees that they will take no other employment apart from the employment that is the subject of the sponsorship agreement.
- 5.23 As soon as possible after giving instructions to the Agent and receiving an estimate of fees, disbursements and the likely time to be taken in performing services, the Client will provide written acceptance of these estimates.

6. TERMINATION OF AGREEMENT

- 6.1 The Client may terminate this agreement by providing written advice of the termination to the Agent.
- 6.2 The Agent may terminate the agreement at any time, provided they provide reasonable written notice to the Client. This notice must comply with the requirements in Clause 10.1A of the Code. If the Agent terminates the agreement, they must comply with the requirements of Clause 10.1B of the Code.
- 6.3 If the agreement is terminated, the Client must pay any fees outstanding for work already performed by the Agent. The Client is not required to pay any fees for work not yet performed by the Agent.
- 6.4 When the agreement is terminated, the Agent must deal with the Client's file in accordance with Part 10 of the Code.

7. RETENTION OF DOCUMENTS

- 7.1 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:
 - (a) 7 years after the date of the last action on the file for the Client; or

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

I have explained this page to the Client: Agent's name

The terms and conditions of this Agreement are set out below. By initialling the bottom of each page, you are indicating that you have read and understood the terms on that page.

(b) when the documents are given to the Client or dealt with in accordance with the Client's written instructions.

- 7.2 The Agent agrees to keep all other records required by Clause 6.1 of the Code for 7 years after the date of the last action on the file for the Client.
- 7.3 After this date the Agent may destroy the documents and records above in a way which will ensure confidentiality.
- 7.4 The Client has the right to receive a copy of their file on the payment of \$0.50 for copying costs.

8. CONFIDENTIALITY

- 8.1 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.
- 8.2 If applicable, the Agent will preserve the confidentiality of the Client's medical records and documents in accordance with the Privacy Act.

9. RESOLUTION OF DISPUTES

- 9.1 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 the Agent and the Client.
- 9.2 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).
- 9.3 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.
- 9.4 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.
- 9.5 A Client may vary the procedure set out in this Part if the Client can establish that DIAC may require the Client to depart Australia.

10. DISCLOSURE OF INTERESTS

- 10.1 The Agent discloses that they have received or will receive the following financial benefit as a result of providing non-migration advice to the client: Not Applicable.

Amount: Paid by: For:

- 10.2 The Agent discloses that they have paid or will pay the following financial benefit to a third party in relation to this contract for the provision of migration advice: Not Applicable

Amount: Paid by: For:

- 10.3 The Client accepts that the Agent is not providing expert advice in relation to the subject matter of any contracts or arrangements that are the subject of this Part and that the Agent shall bear no liability for any loss or damage to any person or entity resulting from the provision of advice under this Part.

11. ELECTRONIC COMMUNICATIONS

- 11.1 The Agent disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by the Agent in connection with the performance of this engagement.
- 11.2 The Client agrees that the Agent shall bear no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

12. RELEVANT LAW AND JURISDICTION

- 12.1 These conditions and all aspects of the performance of our services for you are governed by, and you agree to be bound by, the law of the (STATE/TERRITORY) and the Code of Conduct. The Client and Agent irrevocably submit to the exclusive jurisdiction of the courts of the (INSERT STATE/TERRITORY) and/or the Migration Agents Registration Authority.

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

I have explained this page to the Client: Agent's name

The terms and conditions of this Agreement are set out below. By initialling the bottom of each page, you are indicating that you have read and understood the terms on that page.

SCHEDULE OF FEES AND CHARGES

13. FEE TYPE *[Delete or strike-out whichever is not applicable]*

- Lump Sum Agreement
- Hourly Rate
- Combination of Lump Sum and Hourly Rate

14. GST *[Seek advice from your taxation adviser]*

- Is payable on this transaction
- Is not payable on this transaction

15. FEES

Part 5 of the Code requires Agents to set and charge a fee that is reasonable in the circumstances of the case.

For Hourly Rate agreements: \$..... per hour (plus 10% GST if applicable)

For Lump Sum agreements, the fee for each service is as follows:

- i. Letter of Advice and Agreement of Services and Fees \$
- ii. DIBP Visa application charge (VAC can change without notice): \$
- Subtotal \$
- Plus GST (if applicable) \$
- TOTAL LUMP SUM ESTIMATE \$**

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

16. OTHER CHARGES AND DISBURSEMENTS

Disbursement charges are included in the Agent's fees.

Please note Departmental application fees generally are increased in July of each year, and there may be a necessity for the Client to pay the balance in the event the application fees rise after receiving any monies and before the application fees fall due. If the Agent is to pay an amount for the client, the Agent will give the client written advice of the date by which the amount must be given to the Agent. The Agent will also give written notice of each amount paid by the Agent for the client.

- First Instalment Visa Charge At cost to provider by client
- Second Instalment Visa Charge At cost to provider by client
- Skill Assessment At cost to provider by client
- Translations/Interpreters At cost to provider by client
- English Language Testing At cost to provider by client
- Australian Federal Police check At cost to provider by client
- Health examination At cost to provider by client
- Credit card transaction fee (if Client pays fees by credit card) At cost to provider by client (Up to 2%)
- Other including Expert Witnesses..... At cost to provider by client

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

I have explained this page to the Client: Agent's name

The terms and conditions of this Agreement are set out below. By initialling the bottom of each page, you are indicating that you have read and understood the terms on that page.

17. PAYMENT METHOD AND STRUCTURE

Fees listed under 'Other Charges' are not included in these instalments and must be paid on request.

Payment should be made in the following instalments by: Cash Cheque Direct deposit to the Agent's Client account:

BSB: 036-011 Account number: 504364 Branch location: Westpac Perth, WA

PAYMENT	SUM DUE	DATE DUE	BLOCK OF WORK TO WHICH PAYMENT RELATES
1 st Instalment		Before service commences	Preparation and lodgement of 457 visa application
Balance			
NOTES	All amounts are due before process commences.		

The Agent will hold all fees paid in advance in the Client's Account.

After the Agent has completed each block of work outlined above, and issued an invoice which sets out each service performed and the fee for each service, the Agent will be entitled to withdraw the fees relating to that block from the Client's Account.

Please 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.

I have read and understood the terms above and I agree to be bound by this Agreement.

I have been given copies of this Agreement, CONSUMER GUIDE & CODE OF CONDUCT for REGISTERED MIGRATION AGENTS and I have been briefed that the latter documents can be accessed from the following website:

https://www.mara.gov.au/media/95420/Code_of_Conduct.pdf

<https://www.mara.gov.au/news-and-publications/publications/consumer-protection/>

Signed by the Client:

Date: / / 20.....

Witness: _____
Signature

_____ Full name

Signed by the Registered Migration Agent:

Date: / / 20.....

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

I have explained this page to the Client: Agent's name