|  |  |
| --- | --- |
| AGENT DETAILS  Name:  MARA REGISTRATION NO.  BUSINESS ADDRESS  EMAIL  Mobile | Mohamed Edoo  1568741  Unit 10/64-66 Bannister Road, Canning Vale 6155, Western Australia.  [Justish2000@yahoo.com](mailto:Justish2000@yahoo.com)  Tel: +614 52 201 132 |
| BUSINESS DETAILS  NAME  ABN | **Mo’s Migration Services Pty Ltd** |
| CLIENT DETAILS  CLIENT 1 NAME  ADDRESS  EMAIL  PHONE | Hannah McCulloch  XXXXXXXXXXXXXXXXXXXXXXXXXXXXX  XXXXXXXXXXXXXXXXXXXXXXXXXXXXX  XXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| 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 2 weeks from the time all the documents requested from the client has been obtained and that the time to any decision may be 1 month.  *Please note that times for approval are outside the control of the Agent and the Agent cannot guarantee their accuracy.* |

**IMPORTANT INFORMATION FOR CLIENTS**

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

**SERVICES TO BE PROVIDED**

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

|  |
| --- |
| Providing advice relating to the Client’s migration goals and their choice of visa category. |
| Providing frank and candid advice regarding the prospects of success of the visa application. |
| Analysing current Immigration Law relating to the nominated visa category or review application. |
| Assisting in the completion and/or checking of relevant application forms. |
| Providing advice and assistance relating to the documentation required to support the application. |
| Prepare any necessary supporting submissions to the relevant Assessing Authority or Department of Immigration and Border Protection (the Department) |
| Submit the application to the relevant Assessing Authority or Department for processing as soon as possible. |
| Wherever possible, supply any further documentation or information requested by the Department on receipt of documents from the Client. |
| Wherever possible, assist the Client to comply with any request made by the Department or review body. |

**SERVICES TO BE EXCLUDED**

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

|  |
| --- |
| Reviews and appeals. |
| Professional services required by changes in immigration law after this contract has been accepted. |

**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 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.mara.gov.au.

2.3 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.

2.4 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 MOHAMED EDOO (MARN 1568741) (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 under the Mo’s Migration Services Pty Ltd (ABN 30606009063).

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

(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 ACKNOWLEDGES 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 Consumer Guide OR advised the client of an online copy found on *https://www.mara.gov.au/media/*152338/*consumer\_guide\_english.pdf*

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 $ 25 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

(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 **AUS$25** 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 DIBP 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:

Amount: N/A Paid by: N/A For: N/A

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:

Amount: N/A Paid by: N/A For: N/A

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 Western Australia state and the Code of Conduct. The Client and Agent irrevocably submit to the exclusive jurisdiction of the courts of the Western Australia state and/or the Migration Agents Registration Authority.

**SCHEDULE OF FEES AND CHARGES**

**13. FEE TYPE**

Lump Sum Agreement

Hourly Rate

Combination of Lump Sum and Hourly Rate

**14. GST**

Is payable on this transaction

Is not payable on this transaction

**FEE ESTIMATE: $650**

**STATEMENT OF SERVICES**

**15. PROFESSIONAL FEES**

Part 5 of the Code requires Agents to set and charge a fee that is reasonable in the circumstances of the case. All the fees and charges quoted are in **Australian dollars** unless indicated.

For Hourly Rate agreements: AUD$0 per hour (plus 10% GST if applicable)

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

1. Perform a visa eligibility assessment **$ 200 (waived)**
2. Prepare for your subclass 572 student visa application **$300**
3. Submit your visa application **$150**
4. Liaise with DIBP during the processing of your visa application until a decision on your visa is made which may include providing further documentation or information $**150**
5. Provide advice regarding visa conditions and requirements **$50**

Note: if your visa is not granted then we will discuss your review rights and associated costs

Subtotal **$ 650**

Plus GST (if applicable) $ 0

**TOTAL LUMP SUM ESTIMATE**  **$650**

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.

PAYMENT TERMS: Within 14 days of receipt of invoice

**16. OTHER CHARGES AND DISBURSEMENTS**

These charges are **IN ADDITION** to the fees noted above and may attract GST.

DIBP Visa Application Charge **A$ 535**

If a medical is to be requested the agent will advise you on the fee as it differs with the vendor used.

**17. PAYMENT STRUCTURE AND METHOD**

**PAYMENT STRUCTURE**

• Stage 1:

Initial 50 % - Retainer fee and to initiate work

Payment into Mo’s Migration client account: **AUD$325**

• Stage 2: all required documents and submission have been generated and application is ready for lodgement

50% -immediately prior to application/lodgement

Payment into Mo’s Migration client account: **AUD$325**

(Once stage 1 and/or 2 is completed, money paid by client will be transferred from BORDER 2 BORDER client account into the BORDER 2 BORDER operational account. The client will be notified prior to transfer)

**PAYMENT METHOD**

Fees listed under ‘Other Charges and Disbursement’ are not included in these instalments and must be paid on request to the vendor.

Payment should be made in the following instalments by: Cash or Direct deposit to the Agent’s Client account: **Mo’s Migration Client Account : ANZ Booragoon Western Australia**

BSB: 016267 Account number: 294976999 Branch location: BOORAGOON, WA

|  |  |  |  |
| --- | --- | --- | --- |
| **PAYMENT** | **SUM DUE**  **AUD$** | **DATE DUE** | **BLOCK OF WORK TO WHICH PAYMENT RELATES** |
| 50 %  Deposit | **$325** |  | Retainer fee and to initiate work  (Money will be taken out of the BORDER 2 BORDER client account once the agent has completed each stage as stated above) |
| 50%  Balance | **$325** | Prior to lodgement  (the agent will notify you) | Balance of work  (Money will be taken out of the Mo’s Migration client account once the agent has:   * Completed the application form * Obtained all relevant required documents with the client’s assistance * Generated the supporting submission) |
| COMMENT | Please note that the client pays the full amount i.e. $500 into the Mo’s Migration Services client account. Mo’s Migration Services will then withdraw the money consistent with the segment of work done from the client account to the Mo’s Migration Services personal account. | | |

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 Mo’s Migration Services Client’s Account.

1. **MISCELLANEOUS ITEMS**
   1. This agreement is for one (1) visa only and is subject to the current immigration laws, regulations and policies, or any other “futures changes” in laws regulations or policy that the immigration department imposes after lodging an application. The agent cannot be held responsible for such “future changes” not disclosed at the time of lodging.
   2. The client agrees to provide the documentary evidence as required by the Australian Department of Immigration in a timely manner and acknowledges that any false or misleading documentation can result in financial costs to the applicant, refusal of visa application or cancelation of a granted visa.
   3. The client agrees that if making an application with dependents; all dependents seeking to be included on the application are put onto one application only. More than one application/submission for a family will be charged at additional rates.
   4. Some applications are subject to capping and ceasing by the Minister of Immigration. The agent cannot predict or be responsible for decisions made by the Minister in the future to cap or cease an application.
   5. The Agent is under no obligation to submit the Applicant’s application to the Department of Immigration and Border Protection or to the review board until payment of all fees due at that stage have been paid in full.
   6. The client acknowledges and approves that Mo’s Migration Services may receive financial incentives (as stated in section 10 of this agreement) for introductions to accounting services, insurances, employment services, banking, properties and/or business for sale.
   7. The client acknowledges that the migration agent is entitled to his full fee if the client does not pass the health or character tests. The client may engage the agent, at a further cost, to supply a detailed submission to try and obtain a waiver of health and character requirement where applicable.
   8. Where the goods and services tax (GST) is payable in respect of the Agent’s services such tax shall be payable in addition to the agreed fee. (Note: as a general guide applicants who are not residents of Australia for income tax purposes are usually not liable for GST. However the applicant should obtain specific advice on this point if in doubt)
   9. The client acknowledges receipt of a copy of "Information on the Regulation of Migration Advice Industry" and copy of this agreement.
   10. The client has been made aware that a copy of the code of conduct is available on line under the Migration agent regulatory body {MARA} (<https://www.mara.gov.au/media/95420/Code_of_Conduct.pdf>) , at this agent's website and at place of business.

The Applicant is required to either scan and email a **signed copy** of this Agreement to justish2000@yahoo.com

Or

Post two **signed copies** of this Agreement to:

Unit 10/64-66 Bannister Road

Canning Vale

6155,

Western Australia.

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.**

Signed by the Client: ……………………………………………….……….. Date: …….. / ….…. / 20…..…

Signed by the Registered Migration Agent: ………………………………… Date: …….. / ….…. / 20…..…