



**AUSSIE EDUCATION MIGRATION
AND FINANCIAL SERVICES PTY LTD.**
 A : 1205/370 Pitt Street, Sydney, NSW - 2000
 O : 1300 41 41 81 M: 0406 107 107
 W : www.aussieeducation.com.au

Service Agreement

This Agreement is entered between

Aussie Education Migration and Financial Services Pty Ltd	
ABN	35613991727
ADDRESS	1205/370 Pitt Street, Sydney, NSW – 2000.
PHONE	1300 41 41 81 / 0406 107 107
EMAIL	visa@aussieeducation.com.au
MIGRATION AGENT INFORMATION	
Responsible Migration agent Name	Satyaprakash Ramadhar Shukla
MARN	2013945
EMAIL	visa@aussieeducation.com.au / satya@aussieeducation.com.au

AND

Client Information	
Contact person / Client Name	
Company Name as applicable	
ABN as applicable	
Address	
Mobile Number	
Email address	

I agreed to call conditions as listed and charges as advised.

Client's Initials:

Please find below useful information links:

Consumer Guide: <https://www.mara.gov.au/get-help-with-a-visa/help-from-registered-agents/steps-to-choose/consumer-guide>

Code of conduct for registered migration agents: <https://www.mara.gov.au/tools-for-registered-agents/code-of-conduct>

Please note, there might be out of scope work or extra charges due to nature of case. This will be informed in writing before going ahead. Please refer www.aussieeducation.com.au/tcs for details. MARA: 2013945 – Satyaprakash Shukla

IT IS HEREBY AGREED AND ACKNOWLEDGED AS FOLLOWS :

On the basis of the instructions outlined in the attached letter, THE AGENT has assessed the client 's case as likely to meet the requirements of the Migration Act and Regulations and therefore as having a good prospect of success. On the basis of those instructions, THE AGENT agrees to prepare and Process the service as set out in Clause 1.0 on behalf of the above named Client(s).

The Client appoints and authorises the Agent(s) to represent the Client and to perform the services described in this agreement.

Statement of Service

Service summary

Application Type	
Visa Application Process time	
Visa lodgement time it can take	

- Migration Law research inclusive of Migration Act, Migration Regulations and policy etc.
- Professional Advice on preparation of relevant documents/Forms;
- Copying and certification of documents as necessary, extra cost may apply;
- Preparation, Completion and Lodgement of Relevant Assessments and Application.
- Application management and administration and necessary follow-up with DIBP or DOHA other relevant authorities.
- All copying, certifying, postage and handling fees incurred in respect of documents sent from Australia, inclusive of DHL, EMS, Express Mail, Registered mail, Couriers, Fax etc.
- Cost of any other department, services, other authorities, assessments or third party services are not included here.
- Keep the Client fully informed of all developments concerning the progress of the application.
- Promptly advise the Client of any communications from the Department or review body.
- During the processing of the application, advise the Client of any changes to the law or Departmental policy requirements affecting the visa application.
- Advise the Client promptly of the outcome of the application.

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WHO WILL PERFORM THE WORK

All immigration assistance will be provided by the Responsible Agent(s) that are listed in this agreement.

(a) Other migration agents in the same firm of the Responsible Agent(s) may work on your matter from time to time and will also be deemed to be Responsible Agents.

(b) Administrative services may be provided by other staff. All Responsible Agent(s) will properly supervise the work carried out by any staff working for the Responsible Agent(s).

Professional Service Fee/Administrative Fee

The total fee for professional and administrative services charged by THE AGENT is as follows (all references are to Australian Dollars (AUD)) :

Professional / Agency Service Fees	\$
GST	\$
Total Fees	\$

- The client agrees to pay all fees incurred such as Notary and/or Translation fees and character clearance fees Etc. These fees are not included in the AGENT fee set out above
- The Client agrees to pay all lodgement and appeal fees by providing clear funds for the amounts relevant to their application(s), assessment(s) and appeal(s) in relation to the application(s) the subject of this agreement. All such fees are payable in Australian Dollars (AUD\$) and are subject to change without notice and will NOT be refundable in any circumstances.
- Application fees may vary from time to time, and THE AGENT cannot be held responsible for any increases in such fees. The Client should refer to the website of Department of Home Affairs (www.homeaffairs.gov.au) or information from other relevant government or skills assessing bodies websites as applicable, should they have any questions about fees.
- Where THE AGENT is required to pay fees on the Client 's behalf, those fees must be paid to THE AGENT by the Client PRIOR to the lodgement of the relevant application with DIBP or the skills assessing authority or request for a character check with the Australian Federal Police. THE AGENT will accept no responsibility or liability for failure to lodge such applications or requests when the necessary lodgement fees have not been paid.
- Where THE AGENT is required to pay fees on the Client 's behalf, those fees must be paid to THE AGENT by the Client PRIOR to the lodgement of the relevant application with DIBP or the skills assessing authority or request for a character check with the Australian Federal Police. THE AGENT will accept no responsibility or liability for

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failure to lodge such applications or requests when the necessary lodgement fees have not been paid.

The Client agrees to pay the fees referred to bank Transfer:

Bank Name	Commonwealth Bank of Australia
Account Name	Aussie Education
BSB	062 235
Account Number	1091 7407
Ref	Your Name

Specific exclusions to scope of services:

- **Phone Call enquiry** about file progress or update (2 Phone calls included during the time frame from start till decision from concerned authorities_ – Each call after the 2nd phone, will be charged at \$55.00 + GST for 5 minutes and will be charged at \$20.00 for each 2 mints block.
- **Email enquiries** about file progress or update – Each email will be charged at \$55.00 + GST (2 free email queries are included for this service till the decision from concerned authorities)
- **Not sending documents properly** or require documents to scanned again or asking for duplicate documents - \$55.00 + GST for each request.

NO REFUND OF FEES: THE AGENT undertakes to use its best endeavours and professional skill to obtain the best possible result for the Client in this application. THE AGENT is unable however to guarantee the success of this application. The risk that the application, which is the subject of this agreement, may be rejected by the Skills Assessing Authority or Department of Home Affairs is the Client 's risk therefore and THE AGENT will not refund the fees payable under this agreement.

Partial refund on discretion of Migration agent: If client decided to discontinue with services, then client will not be entitled for any refund but in some exceptional cases with consent from Migration agent, company might refund part of fees by charging for all work done till that time or 65% of fee whichever will be lower in dollar value.

Professional Service Fee/Administrative Fee

- In accordance with the Migration Agents Code of Conduct, THE AGENT maintains a client account in which it will hold all moneys paid to it by the Client on account of the fees of this agreement and the disbursements of this agreement until:
- THE AGENT has completed the services that comprise the block of work for which the relevant fees and disbursements are payable and an invoice has been issued to

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the Client for the services. Upon this issue of the invoice referred to in the previous clause THE AGENT shall be entitled to transfer the fees for the relevant block of work to its general or other account as it sees fit.

Professional Service Fee/Administrative Fee/ Invoicing

The AGENT is entitled to terminate this Contract if the Client fails to respond to three (3) requests by the AGENT to contact the AGENT for the purpose of obtaining further documents/evidence/information from the Client as required or requested by the Department of Home Affairs (DOHA) and/or any other relevant government bodies. In the event of such termination, no refund shall be made to the client.

After the Agent has completed the services outlined above an itemised invoice will be issued setting out:

- (i) the particulars of each service performed; and
- (ii) the charge made in respect of each such service;
- (iii) amount of disbursements.

- If any itemised invoice remains unpaid after 30 days of the date of issue, interest at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 5%, will be charged from the invoice date.
- Agent got every right to stop the services in case of unpaid invoices for services in advance with no responsibility of any adverse impact it might have on client with outcome or progress of service/file lodgement or preparations as applicable.
- Each block of service fee as mentioned in Payment Schedule needs to be paid in advance and will be disbursed into normal business transaction amount at completion of that block of work.
- \$55 per email or phone call reply which is outside scope of work as client is entitled to keep asking for progress of their file, but this has to be limited to 2 follow ups unless there is delay from our end. So any follow ups after 2 times will result in charges as that can delay client's work as well as other files with in company.
- No refund will be there due to withdrawal

Client Notes

The Client and THE AGENT declare that:

- The Client has been told by THE AGENT about the existence and purpose of the Migration Agent 's Code of Conduct; and

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- THE AGENT has guaranteed to the Client it will provide a copy of the Code, on request, to the Client; and
- THE AGENT has provided the Client with a copy of the document Information On the Regulation of the Migration Advice Industry.
- AGENT DOES NOT guarantee that the application will be finalized within a prescribed period of time or within a certain time, THE AGENT can only provide an estimate of current processing periods applicable to the application category.
- THE AGENT does not guarantee DOHA/government Bodies will notify of acknowledgement of received document(s) sent by THE AGENT/Client, however, THE AGENT strongly recommended to use the Registered or Express Mail or other safe method for sending any document.
- The Client acknowledges that THE AGENT has advised that provision of any fraudulent or forged documents is an offence under Australian law and may result in the refusal of the application and/or the cancellation of any visas held by the Client in addition to prosecution.
- THE AGENT is not responsible for the authenticity or bona fides of any documents supplied or provided to it by the Client. It is the Client 's/applicant 's/Sponsor 's responsibilities to ensure all documents supplied/provided to THE AGENT are not fraudulent/forged documents
- THE AGENT reserves the right to delay or not to lodge the application until the Client has provided all necessary documentation required by Migration Act or Migration Regulations.
- The Client is aware that all documents (other than passports) sent to DOHA or other relevant government or skills assessing body will be held by those bodies and will not be returned to THE AGENT or the Client.

The Agent Guarantees that he or she:

- A. Is registered with the Office of the Migration Agents Registration Authority (MARA).
- B. Maintains the required level of Professional Indemnity Insurance.
- C. Has no conflict of interest or has otherwise complied with the requirements of section 34 of the Code.
- D. Will inform the Client in writing if they may receive a financial benefit as a result of providing advice of a non-migration nature to the Client.
- E. Will act in accordance with the law and in the best interests of the Client, and deal with the Client professionally, competently, diligently, ethically, honestly and with integrity.
- F. 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.
- G. Will advise the Client in writing when any application, submission or representation that the Agent makes for the Client is lodged with a government official and give a

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copy of the application, submission or representation to the Client. The Agent is entitled to charge a reasonable amount for copies.

- H. Will promptly advise the Client of any material developments that occur in relation to the application, submission or representation.
- a. Has sufficient knowledge of the relevant laws to be able to competently provide the agreed services.
 - b. Will comply with section 19 of the Code in relation to futile immigration assistance.
 - c. Will work on the Client's matter in a timely manner.

The Client agrees that:

- 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.
 - The Client will respond promptly to requests by the Agent for further information or documents.
 - The Client will not hold the Agent responsible for delays caused by the Client's failure to promptly provide information or documents.
 - The Agent will be under no obligation to submit the Client's application to the Department or review body until payment has been made in full of all fees due and payable at that stage.
 - The final decision on an application submitted to the Department is beyond the Agent's control. The Agent has not guaranteed the success of any application.
 - The Agent will not be liable for any loss arising from changes to the law affecting the Client's application, which occurs after the application has been lodged.
 - The Client will not sell property, leave employment or finalise any business or personal affairs without first notifying the Agent.
 - All information and instructions 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. All information and instructions provided to the Agent does not contain any false or misleading statements.
- (i) The Agent is under an obligation to correct any false or misleading statements or documents lodged with a government official in accordance with section 21 of the Code.
- (ii) The Client will, during the processing of an application, notify the Agent of any material changes in the circumstances of the client or the client's immediate family, including the application and/or grant of another visa that the Agent has not been informed of.
- (iii) 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 Registered Migration Agents.

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- (iv) If the Agent has advised the Client in writing that in the Agent's opinion, an application would be futile; 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 in accordance with section 19 of the Code (subject to the Agent's compliance with paragraph 19(2)(a) of the Code).
- (v) The Client will not attempt to access their application in ImmiAccount or attempt to change that application in any manner without the knowledge and express approval of the Agent.
- (vi) The Client or any intermediary appointed by the Client in writing must provide all required documents to verify the identity of the Client or the intermediary.
- (vii) The Client will provide funds in advance in accordance with this agreement.
- (viii) Any unwanted phone calls / email follow ups will cost client \$55 per phone /email reply. Client will be advised of any progress or need for documentation within permissible time frame. Unwanted calls/email follow ups will only lead to delay in client's file as well as will impact other files with in organisation.

TERMINATION OF AGREEMENT

- a) The Client may terminate this agreement at any time with NO REFUND PROVISION.
- b) The Agent may terminate the agreement provided the Agent complies with the requirements of section 57 of the Code.
- c) Unless there are exceptional circumstances or if the Client terminates the agreement unilaterally, the Agent must provide a written notice to the Client no later than 14 days after the termination in accordance with section 57 of the Code.
- d) The Agent must terminate the agreement if a conflict of interest arises in accordance with section 34 of the Code unless provided otherwise by this provision.
- e) If the agreement is terminated, the Agent will notify the Department or review authority that they no longer act for the Client and will advise the Client about appointing another agent.
- f) 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.
- g) When the agreement is terminated, the Agent must deal with the Client's file in accordance with section 54 of the Code, namely, that all documents to which the Client is entitled will be returned to the Client or the new agent.

RETENTION OF DOCUMENTS

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

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

(b) The Agent agrees to keep all other records required by sections 55 & 56 of the Code for 7 years after the date of the last action on the file for the Client.

(c) After this date the Agent is authorised by the Client to destroy the documents and records above in a way which will ensure confidentiality.

CONFIDENTIALITY

- a. 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.
- b. If applicable, the Agent will preserve the confidentiality of the Client's medical records and documents in accordance with the *Privacy Act 1998 (Cth)* and the relevant health records legislation in the applicable State.

VARIATION OF AGREEMENT

(a) This agreement cannot be varied unless:

(i) each Client covered by the agreement is given the proposed variation and the reason for the proposed variation and

(ii) each Client covered by the agreement agrees in writing to the variation.

(b) If the variation relates to an adjustment of the hourly rate or the fixed fee as specified in the agreement there must be exceptional circumstances that has arisen after the agreement is signed and those circumstances make it impracticable to perform some or all of the services specified in the agreement. Each Client must be provided in writing an updated reasonable estimate of the time that will be spent in performing the services and each Client covered by the agreement must agree in writing to the new estimate and to the continued provision of services.

(c) The requirements for the variation of the agreement must be made in accordance with section 46 of the Code.

PROVISIONS PROHIBITED BY LAW

If any provision of this agreement, or any obligation, right, power or remedy created by a provision:

- (i) is prohibited by a law;
- (ii) does not comply with a law; or
- (iii) is made unenforceable by a law,

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the provision is to be interpreted so that to the extent the law permits, the provision and any obligation, right, power or remedy created by it, is not prohibited, complies with the law and is enforceable.

GOVERNING LAW

The law as applied in NSW; Australia governs this agreement.

INTERNAL RESOLUTION OF DISPUTES

If the Client has any concerns about the conduct of their matter, the Client should contact the Responsible Agent(s) handling the matter. If the Client concerns cannot be resolved, the Client should contact Internal dispute handling team at Aussie Education with any of their grievances.

(a) EXTERNAL RESOLUTION OF DISPUTES

(b) 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.

(c) 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).

(d) 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.

(e) 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.

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INTERPRETATION

DIBP means the Department of Immigration and Border Protection;

DOHA means Department of Home Affairs

AGENT means responsible registered migration agent

AUD means Australian dollars.

GST means any goods and services tax, consumption tax, value added tax or like tax. If a GST is levied or imposed on any service make under or in accordance with tax law, the amount payable for that service and/or government and/or assessment bodies charges are increased by the amount of that GST.

On the basis of the instructions outlined in the attached letter THE AGENT has assessed the client's case as likely to meet the requirements of the Migration Act and Regulations and therefore as having a good prospect of success.

SIGNATURE AND AGREED TO ALL TERMS

- I/we, the Client(s), accept and understand the terms of representation and described above.
- I/we understand that there is nothing as such 100% guarantee about any visa or assessment outcome as it depends on concerned authorities.
- I/we understand all clauses in terms of refund and/or no refund clauses of this agreement and agree with same.
- I/we declare that all information provided from our side in terms of written communications, documents and any other information are correct in nature and I/we will be responsible for any adverse outcome if there due to this.
- I/we confirm that we have been handed copy of consumer guide from migration agent as mentioned here.

Signed by the Client(s) after having read and understood this agreement in full:

I agreed to call conditions as listed and charges as advised.

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Client Full Name as per Passport:.....

Client Signature as per Passport or Identity card:

Date.....

Migration agent confirmation:

I agree that I have explained details as well as chances of success or process as applicable for this service to client/clients in detail.

Migration Agent Name: Satyaprakash Ramadhar Shukla

Migration agent signature:.....

Date:

Important Links:

Department of Home affairs: <https://www.homeaffairs.gov.au/>

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