

AMIS pvs FEE & SERVICE TERMS

- A. This document sets out the mutual and other obligations that inform the contractual agreement between AMIS pvs proprietary limited (ABN 60 101 725 035) (hereinafter “AMIS”) and the client, for the immigration matter referred to in the [AMIS pvs Fee & Service Agreement](#) (hereinafter “[Fee & Service Agreement](#)”). Information about AMIS is at www.amis.com.au
- B. The [Code of Conduct for Migration Agents](#) requires that the terms of the contractual agreement between AMIS and the client be set out in writing. AMIS and the client agree that the [Code of Conduct for Migration Agents](#) forms part of our [Fee & Service Agreement](#). This document is available electronically
<http://www.themara.com.au/ArticleDocuments/Code%20of%20Conduct.pdf>
- C. The [Code of Conduct for Migration Agents](#) requires that the client be provided with a copy of [Information on the Regulation of the Migration Advice Profession](#). This document is available electronically
<http://www.themara.com.au/ArticleDocuments/migration%20advice%20profession%20booklet.pdf>
- D. AMIS and the client agree that where these [Fee & Service Terms](#) (hereinafter “[Fee & Service Terms](#)”) and the [Code of Conduct for Migration Agents](#) differ with regard to the treatment of areas of either mutual or other obligation in relation to the client’s immigration matter, the [Code of Conduct for Migration Agents](#) and the relevant provisions thereof will take precedence over these [Fee & Service Terms](#) if and as determined by law. In all other respects the [Fee & Service Agreement](#) and these [Fee & Service Terms](#) along with other prescribed inclusions regulate the contractual relationship between AMIS and the client.

1. The Work

[The Work](#) that the client has instructed AMIS to do:

- (a) Is described in the [Fee & Service Agreement](#);
- (b) Requires that AMIS and the client each will provide prompt responses to any information that may be sought from time to time by the Department of Immigration and Citizenship (hereinafter “DIAC”) relating to the immigration matter;
- (c) Requires that AMIS and the client each will take any and all reasonable steps required to enable or cause DIAC to determine

the client's matter as expeditiously as is possible in all of the circumstances;

- (d) Will be undertaken applying high professional standards of competence in the conduct of the immigration matter and pursuant to immigration law.

2. Fees and Disbursements

- 2.1 The fees AMIS will charge the client for its professional services to do [the work](#) are specified in the [Fee & Service Agreement](#).
- 2.2 In addition to the *professional fees* for [the work](#) the client will be required to pay the third party costs listed in the attached [Fee & Service Agreement](#). *Incidentals* are expenses that may include without limitation some or all of: courier fees, telephone and facsimile, photocopying charges, taxi fares and file storage charges.
- 2.3 AMIS will give the client reasonable notice of any and all amounts that are required to be paid for and on the client's behalf.
- 2.4 AMIS will provide the client with a notice of each amount that it pays for and on the client's behalf.
- 2.5 AMIS fees and charges as detailed in the [Fee & Service Agreement](#) do not include any work which may be required to be carried out if:
 - a) the immigration matter is unsuccessful, or
 - b) the client alters the instructions to AMIS, or
 - c) Information comes to hand after [the work](#) has started which would impact on the level of effort required of AMIS that would thereafter be required to complete [the work](#).

3. How AMIS pvs will bill you

- 3.1 AMIS fees and costs are payable in the amounts and at the times prescribed in the [Fee & Service Agreement](#), by cash, cheque or bank transfer, and if paid in advance of the work commencing, will be transferred from our Trust Account (a segregated bank account maintained for the purpose of holding client funds separately from AMIS funds) as the work progresses in accordance with the [Fee & Service Agreement](#).
- 3.2 Upon execution of the Fee & Service Agreement by the client AMIS

will, once in receipt of this signed and dated document, issue to the client a Tax Invoice for any amount the client is required to pay. Further payments are due and payable in accordance only with the [Fee & Service Agreement](#), except where paragraph 2.5 hereof applies, but in every case the client will be issued with a Tax Invoice.

- 3.3 Where the client chooses to pay any amount due other than by cash or cheque, the client may deposit funds by bank transfer direct to the AMIS bank account:

Account Name: AMIS pvs proprietary limited
Branch Number: 012 366
Account Number: 1104 96262
Bank Name: ANZ Banking Group

- 3.4 By signing the [Fee & Service Agreement](#) the client authorises AMIS to pay:
- a) any and all third party costs properly payable for and on the client's behalf from the Trust Account where funds have been deposited to the client's credit for that purpose, and
 - b) its professional fees from any monies to the credit of the client's Trust Account received in payment of a validly due and payable Tax Invoice or the provisions of paragraph 3.1. hereof.
- 3.5 The client agrees that AMIS may in consideration for absorbing all bank fees and charges retain any and all interest accruing on any monies that stand to the client's credit in the [Trust Account](#) and that AMIS is not obliged to keep the client informed of such charges or interest.

4. **Person who will carry out the work**

The Registered Migration Agent named in the [Fee & Service Agreement](#) is principally responsible for [the work](#). Other Registered Migration Agents, at the discretion of AMIS, may be assigned, or be required to assist in undertaking [the work](#).

5. **Confidentiality**

- 5.1 DIAC requires personal and commercial information about visa applicants, visa holders and their immediate and other family, and in many cases, their employers. AMIS will therefore ask for personal and commercial information about the client or a visa applicant, visa holder, family members and concerning the circumstances, past,

present and future of any of these parties. This personal and commercial information will include but not be limited to name, date and place of birth, current and previous residential addresses, contact details, past and present employment, academic qualifications if any, health status, criminal history and many other types of information including business and financial data and performance. If the client chooses not to provide any information that AMIS is required or in its judgment elects to request from or about the client, the visa applicant, visa holder or family thereof, AMIS may not be able to provide the client with the service described in [the work](#) which the client requires.

- 5.2 AMIS collects information about the client in a number of ways including directly from the client, visa applicant or visa holder or family thereof, from an employer, by phone, in writing or email whether by way of ad hoc requests, formal form-based or other collection methods and from documents provided to AMIS.
- 5.3 AMIS will use this information to provide the services described in the [Fee & Service Agreement](#) and administer and manage those services including charging, billing and collecting debts in relation thereto, maintaining and developing AMIS business systems and to identify and develop ways in which AMIS can improve the scope and quality of its services.
- 5.4 AMIS will be required to disclose commercial information and personal information of the client, visa applicants, visa holders and family members thereof to organisations involved in or related to the immigration matter including DIAC, various foreign government agencies, government organisations or instrumentalities of Australia involved in the administration of various services including health and security, and may where there is good cause, disclose information to AMIS own professional advisors including AMIS accountants, auditors and legal counsel. The information is disclosed to these organisations only in connection with the work or AMIS business as Migration Lawyers and Agents.
- 5.5 AMIS may also disclose information to the client's authorised representatives or legal advisors but only with the client's written consent and proof of their authority to receive such information.
- 5.6 AMIS takes all reasonable steps to ensure that the personal information it collects uses and discloses is accurate, complete and up-to-date. The accuracy of the information AMIS holds depends largely on the client or other information source and AMIS requires

that the client advises AMIS if the client identifies any errors in any of the client's information that AMIS holds about the client and keeps AMIS up-to-date with changes to the client's personal information or the information collected in respect of any person included in [the work](#).

- 5.7 Paragraph 6 of the [Fee & Service Terms](#) provides for certain types of access to the client's personal information but in all cases, the client's written request for access to personal information will enable AMIS to deal with any request by the client to provide all information not privileged by law.
- 5.8 AMIS and the client agree that AMIS will keep strictly confidential all information relating to the client and to [the work](#) and that AMIS will not disclose confidential information about the client or [the work](#) without the client's express written consent except as provided for in this paragraph 5, or elsewhere in these [Fee & Service Terms](#) and as is express and implied in the [Fee & Service Agreement](#), or as required by law.

6. Copies of documentation

AMIS will provide the client with copies of any information which AMIS may receive in relation to the application. At the client's request, AMIS will provide to the client a copy of documents (including a visa application or client file) at a charge of \$110.00 inclusive of GST.

7. Duration of the work

An estimate by AMIS of the time that DIAC will take to determine the client's immigration matter or application is detailed as required by law in the [Fee & Service Agreement](#). Estimates of time are an opinion given by AMIS based on its experience at the relevant time. AMIS is not permitted to and therefore does not guarantee that the client's immigration matter will be resolved successfully or within any particular period of time that it has estimated; merely that on balance at the time the estimate is provided it is more likely than not that it will be so resolved.

8. Interest and unpaid accounts

Tax Invoices are payable within seven days of the date thereof.

9. Retention of documents

The client agrees that AMIS will be entitled to retain any and all *work*

product relating to the client's immigration application and contained in its files until such time as the client has fully paid any outstanding fees and/or costs payable under the [Fee & Service Agreement](#) and of which the client has been notified by valid Tax Invoice.

10. Termination

- 10.1 The client may terminate AMIS services by providing written notice as provided for in this agreement.
- 10.2 AMIS may elect not continue to do the work if the client:
- a) Does not pay AMIS Tax Invoices within the terms described at paragraph 8, or
 - b) Fails to provide AMIS with adequate instructions, or
 - c) Changes the client's instructions in a way that may give rise to a conflict for AMIS.
- 10.3 AMIS will give the client at least seven days notice of its intention to terminate its services pursuant to this paragraph or any other operative provision of this agreement.
- 10.4 The client agrees that the client will be required to pay and will be charged for professional fees for any portion of [the work](#) done, and the full amount of any expenses incurred, up to the date of any termination of services.

11. Dispute resolution

- 11.1 Should any dispute arise between AMIS and the client in relation to the immigration matter the subject of this agreement, the client and AMIS agree that each will use best efforts to resolve the dispute without recourse to any third party but in the event that after such efforts disagreement continues the dispute will then first be heard before an arbitrator appointed by the then President of the Migration Institute of Australia, before any action is commenced by either party in any other jurisdiction or forum. Excepted from the operation of this paragraph is any amount due and payable under the [Fee & Service Agreement](#) where there is no dispute as to [the work](#). For example, where the visa identified in the Fee & Service Agreement, or any other visa agreed in writing between AMIS and the client as substituting for the original recommendation, has been issued to the client in a manner not inconsistent with the [Fee & Service Agreement](#), AMIS is entitled where it has not been paid as provided for in paragraph 8 hereof, to immediately seek payment and any lawful remedies in relation thereto.

11.2 The Migration Agents Registration Authority requires that the client be provided with a publication concerning the client's rights and an agent's obligations. The publication "Information on the Regulation of the Migration Advice Profession" forms part of the [Fee & Service Agreement](#) between you and AMIS.

12. Laws

The laws of the Commonwealth of Australia and its constituent States and Territories will apply to the [Fee & Service Agreement](#) and the [Fee & Service Terms](#).

13. Your instructions

AMIS expects the client to be honest and frank in the client's dealings with AMIS and all of its employees. The client must provide AMIS with all necessary information to enable it to act on the client's behalf. Immigration law obliges the client to be candid in all matters that may affect the client's immigration matter. The client must advise AMIS immediately of any situation that could or does result in a change in the client's circumstances which may impact on the client's immigration matter. AMIS will cease to act for the client if the client provides information to AMIS that is incorrect or misleading.

14. Notices

14.1 Any correspondence, cheques or other payments that the client wishes to forward to AMIS other than electronically may be sent to:

AMIS pvs proprietary limited
Suite 3205, Level 32 Australia Square
Sydney NSW 2000
AUSTRALIA
Phone: +61 2 9258 1944
Facsimile: +61 2 9258 1968

14.2 The client may correspond with AMIS electronically at the general email address amis@amis.com.au or at other email addresses as advised by AMIS to the client.