

Immigration Services Migration Agent Client Agreement

service@noborders-group.com
www.noborders-group.com

Business Details:

Name: No Borders Group Pty Ltd
ABN: 48 114 711 349

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Company Details:

Name: **No Borders Group Pty Ltd/Trading as No Borders Migration Advocate**
Address: Level 1, Suite 7, 3 Spring Street, Sydney NSW 2000
Phone: 02 8294 4141

Agnes Kemenes
Director
Migration Advocate
LLB, MARN 9803083

Lawyer of the Supreme Court
of Queensland

Client Details:

Contact: **Josh Bailey**
Address: 1 McDonald St, Balmain, NSW, 2041
E-Mail: jbailey@auctionsplus.com.au
Phone: 0411 957 778

Service Category

Visa Application: **482 - Temporary Skill Shortage**

IMPORTANT INFORMATION FOR CLIENTS:

The terms and conditions of this agreement are set out below. Please ensure you have read and understood the conditions before entering into this agreement. If you wish to seek independent legal advice about this agreement, you should do so before signing this agreement. By initialling the bottom of each page, you are indicating that you have read and understood the terms on that page.

This Contract Offer is valid for 7 calendar days from the date it is sent by No Borders Migration Advocates to the prospective client. The terms and conditions of this Contract commence when the deposit as stipulated in the Contract Offer are paid and received by No Borders Migration Advocates. There is no cooling off period to this agreement, and **deposit paid is not refundable.**

I have read and understood the terms of this agreement and I agree to be bound by this agreement.

Signed in Agreement:

Date ___/___/___

Client

Date ___/___/___

Registered Migration Agent

TERMS AND CONDITIONS

1. APPOINTMENT OF AGENT

service@noborders-group.com
www.noborders-group.com

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

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2. CODE OF CONDUCT (THE CODE)

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. The Agent guarantees to provide a copy of the Code to the Client immediately on request. It is also available at www.mara.gov.au
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.
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. SERVICES TO BE PROVIDED

1. The services to be provided under this agreement include the following:
2. Provide advice relating to the Client's migration goals and their choice of visa category.
3. Provide frank and candid advice regarding the prospects of success (An agent must not *guarantee* the success of an application.)
4. Analyse current Immigration Law relating to the nominated visa category or review application.
5. Assist in the completion and/or checking of relevant application forms.
6. Provide advice and assistance relating to documentation required to support the application.
7. Prepare any necessary supporting submissions to the relevant Assessing Authority, Department or review body
8. Submit the application to the relevant Assessing Authority, Department or review body for processing as soon as possible.
9. Wherever possible, supply any further documentation or information requested by the Department on receipt of documents from the Client.
10. Wherever possible, assist the Client to comply with any request made by the Department or review body.
11. Keep the Client fully informed of all developments concerning the progress of the application.
12. Promptly advise the Client of any communications from the Department or review body.
13. During the processing of the application, advise the Client of any changes to the law or Departmental policy requirements affecting the visa application.
14. Advise the Client promptly of the outcome of the application.
15. Provide post grant migration advice regarding visa conditions and requirements.
16. Other costs that may be incurred by the applicant in addition to the costs outlined in this client agreement may include:
 - Police Checks
 - Medical assessments
 - Translation services

17. Other:.....
.....

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4. WHO WILL PERFORM

1. All immigration assistance will be provided by the responsible Agent and their Assistants subject to this agreement.
2. The responsible Agent and other migration agents in the same firm of the Responsible Agent may work on your matter from time to time.
3. Administrative services may be provided by other staff. The responsible Agent will properly supervise the work carried out by any staff working for the Agent.

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5. THE AGENT GUARANTEES THAT HE OR SHE:

1. Is registered with the Migration Agents Registration Authority.
2. Maintains the required level of Professional Indemnity Insurance.
3. Has no conflict of interest in terms of Part 2 of the Code.
4. Will act in accordance with the law and in the best interests of the Client, and deal with the Client competently, diligently and fairly.
5. Will provide courteous and attentive service.
6. 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.)
7. 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.)
8. Has sufficient knowledge of the relevant laws to be able to competently provide the agreed services.
9. Will advise the Client in writing, if in the Agent's opinion, the application is vexatious or grossly unfounded.
10. Will, if providing translating or interpreting services, include the Agent's name and registration number on a prominent part of the translated document.

6. THE CLIENT AGREES THAT:

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.
2. The Client will respond promptly to requests by the Agent for further information or documents.
3. The Client will not hold the Agent responsible for delays caused by the Client's failure to promptly provide information or documents.
4. 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.
5. The Agent has provided the Client with a copy of the booklet titled *Consumer Guide*.
6. 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.
7. 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.
8. The Client will not sell property, leave employment or finalise any business or personal affairs without first notifying the Agent.
9. 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.
10. 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.
11. 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.

12. The Agent may receive commissions from referring the Client to third-party organisations who will provide products or services to the benefit of the Client.
13. 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.

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7. DEPOSIT REQUIRED

1. NO BORDERS MIGRATION ADVOCATES requires full payment of the deposit as outlined in the Schedule of Fees in advance by the Client to cover part of the estimated fees and costs.
2. The client should also arrange to pay any other third parties fees (such as Skills Assessment, Regional Certifying Body (RCB) Charges) when making the deposit.
3. The deposit amount must be paid within seven days from the date of the invoice, or the date that is due – whichever is earlier.
4. The invoice will be created within two working days from the day of receiving this signed Agreement from the client.
5. NO BORDERS MIGRATION ADVOCATES will require full payment of the estimated fees and full payment of all fees/charges either:
 1. Within 7 days from the date of the invoice, once it is created; or
 2. The day prior to lodging the visa application/submissions to the relevant Department/Tribunal, whichever of these two options comes first.
6. **The above stipulated deposit amount is non-refundable**, this deposit is a commitment made by the Client that they will proceed with the services of NO BORDERS MIGRATION ADVOCATES and provides as security to preliminary work undertaken by NO BORDERS MIGRATION ADVOCATES.
7. All fees paid will be deposited into NO BORDERS MIGRATION ADVOCATES client account.
8. All paid fees are non-refundable.
9. Additional fees and charges may be incurred for new findings eg character related matters; or for additional work required eg to provide additional work in relation to matters not disclosed earlier or matters found by the Department for further investigation such as Public Interest Criteria 4020; or changes of circumstances that may require additional work.

8. TERMINATION OF AGREEMENT

1. The Client may terminate this agreement at any time.
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.
3. The Agent must terminate the agreement if a conflict of interest listed in Part 2 of the Code arises. In this case the Agent will notify the Department that they no longer act for the Client and will advise the Client about appointing another agent.
4. 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. The outstanding fees are calculated at the rates as outlined in the Fee Schedule.
5. When the agreement is terminated, the Agent must deal with the Client's file in accordance with Part 10 of the Code.

9. RETENTION OF DOCUMENTS

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:
 0. Seven (7) years after the date of the last action on the file for the Client;
 1. When the documents are given to the Client or dealt with in accordance with the Client's written instructions.
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.
3. After this date the Agent may destroy the documents and records above in a way which will ensure confidentiality.

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10. CONFIDENTIALITY

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.
2. If applicable, the Agent will preserve the confidentiality of the Client's medical records and documents in accordance with the *relevant privacy legislation*.

11. MARKETING

1. The Client authorises the Agent to publish, and utilise the Client's cases for Marketing Purposes, subject to Clause 10 of this Agreement.
2. The Client accepts and authorises Agent to send out newsletters and other marketing publications via social medium, email, telephone, fax and post – unless the Client notifies the Agent otherwise in writing.
3. The Client's personal information will not be shared and transferred to any third parties.

12. RESOLUTION OF DISPUTES

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.
2. The agreement will be documented in writing, dated and signed by both the Agent and the Client.
3. 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).
4. 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.
5. 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.
6. A Client may vary the procedure set out in this clause if the Client can establish that DHA may require the Client to depart Australia.

13. OTHER SPECIAL CONDITIONS

Your respective Migration Agent/Lawyer will be nominated once you have completed and signed the 956 form naming the agent.

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SCHEDULE OF FEES

FEE ESTIMATE

service@noborders-group.com
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1. *Hourly rate calculations: N/A*

ABN 48 114 711 349

<i>Principal Advocate:</i>	<i>AUD 450 per hour (plus 10% GST if applicable)</i>
<i>Senior Advocate</i>	<i>AUD 400 per hour (plus 10% GST if applicable)</i>
<i>Migration Advocate</i>	<i>AUD 350 per hour (plus 10% GST if applicable)</i>
<i>Legal Assistant</i>	<i>AUD 175 per hour (plus 10% GST if applicable)</i>

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2. **Lump Sum Fee**

No Borders Professional Fee	AUD 4,000.00
Plus GST (if applicable)	AUD 400.00
TOTAL LUMP SUM ESTIMATE	AUD 4,400.00

No Borders Migration charge a fixed fee for the services to be provided. This fee is calculated based on the Client's instructions.

If at a later date, these instructions change, new information is provided, or your circumstances change with the result that there is a substantial increase in the amount of work to be performed, then we reserve the right to ask for additional fees, and this request will be provided in writing.

OTHER CHARGE

Visa application (Subject to change) (Not inclusive of 1,4% surcharge)	AUD 1,595.00
SAF Fees	AUD 2,400.00
Government Surcharge 1,4%	AUD 22.33
TOTAL LUMP SUM ESTIMATE	AUD 4,017.33

The above fees are not included in these instalments and must be paid on request.

Total Professional, Third Party Fees, GST and Disbursements	AUD 8,417.33
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PAYMENT METHOD AND STRUCTURE

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

- a. Payment should be made to the Agent's Client account below:

Bank:	Westpac
Branch location:	Milton
BSB No:	034-072
Account No.:	192 481
SWIFT Code (International Transfer):	WPACAU2S
Account Name:	No Borders Group Pty Ltd
Reference:	ID 15116

- b.

PAYMENT	DATE DUE	BLOCK OF WORK TO WHICH PAYMENT RELATES
Deposit	31/08/2020	40% of No Borders Professional Fee: AUD 1,760.00 (incl. GST) Total Deposit Payable: AUD 1,760.00 SAF Fees AUD 2,400.00
Instalment	At request	Balance of No Borders Professional Fee: AUD 2,640.00 (incl. GST)
Balance	Prior Lodgement	DOHA Government Charges (Subject to Change): AUD 1,617.33

- c. The Agent will hold all fees paid in advance in the Clients' Account;
- d. After the Agent has completed each block of work outlined above, and issued an invoice which sets out:
- i. the particulars of each service performed; and
 - ii. the charge made in respect of each such service;
 - iii. the Agent will be entitled to withdraw the fees relating to that block from the Clients' Account.

Date: 26/08/2020
Invoice nr.: 15116
Due date: 31/08/2020

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1 McDonald St, Balmain, NSW, 2041

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TAX INVOICE

ATTENTION: Josh Bailey

RE: 482 - Temporary Skill Shortage

Professional Fees:

To our professional costs of acting on your behalf in the above matter with all necessary attendances and as detailed in discussions with you and previous correspondence

Total fees given due care and consideration	AUD 1,600.00
Total GST (10% of Professional Fees)	AUD 160.00
Total Fees inclusive of GST	AUD 1,760.00

Total:	AUD 1,760.00*
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*Note the following surcharges apply to credit cards:

AMEX: 3.0%	AUD 1812.80
All other cards: 1.7 %	AUD 1789.92

PAYMENT METHOD AND STRUCTURE

Payment should be made in the following instalments to Agent's Client account:

Bank Transfer:

Bank:	Westpac	Account Name:	No Borders Group Pty Ltd
BSB No:	034 072	Account No.:	192 481
Reference:	INV 15116	SWIFT Code	WPACAU2S

Josh Bailey

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STATEMENT OF SERVICES AS OF 26/08/2020

ATTENTION:

Josh Bailey

RE: 482 - Temporary Skill Shortage

Deposit includes but is not limited to the following work:

1.	Creation of the clients file; a. Including the signing of a Form 956 engaging representation by a Migration Agent.
2.	Initial correspondence with the client, outlining the required documents and visa process.
3.	Review of requested documents and information provided by the client at the time of engagement.
4.	Providing forms, templates and a step by step outline of the process regarding the specific work that is to be undertaken.
5.	Requesting additional information and documents.
6.	Undertaking of administrative works including: management of accounts; phone calls; photocopying; emailing; courier booking; communication with relevant third parties and face to face meetings [if applicable].



Consumer Guide

Registered migration agents are skilled people who must meet professional standards, follow the Code of Conduct and maintain up-to-date knowledge of migration law and procedure.

Your agent must be registered with the Office of the Migration Agents Registration Authority (OMARA), which ensures that only suitable persons are registered to provide immigration assistance. To check if a person is registered, visit OMARA's website: www.mara.gov.au.

Migration Agents and the Code of Conduct

The Code of Conduct ensures that your registered migration agent will:

- be honest with you about your chances of securing a visa;
- keep you informed about the progress of your application and any changes that may affect it;
- be contactable during business hours and tell you if they change their contact details;
- act within the law, your best interests and protect your privacy;
- declare any interest they have that may affect your application and not act for you if there is a conflict;
- provide you with a written statement — before starting work — of the services to be provided, the estimated fees and other costs;
- charge a reasonable fee and, if you pay in advance, keep this in a separate bank account;
- provide you with an invoice listing the actual services completed and the amount payable;
- provide timely and correct advice and tell you in writing about the result of your application as soon as possible.

Complaints

If you experience a problem with your registered migration agent you should try and resolve it with them. For help, contact OMARA.

Making a complaint to OMARA will not affect your visa application.

Office of the Migration Agents Registration Authority (OMARA)

Under Australian law, OMARA:

- assesses and decides applications for registration as a migration agent;
- approves continuing professional development activities for agents;
- monitors the conduct of registered migration agents; and
- investigates complaints against registered migration agents and will discipline them when appropriate.

OMARA cannot help you with your visa application or sponsorship, or order a refund of your fees from your registered migration agent.

More information can be found at www.mara.gov.au:

- Code of Conduct
- Tips for using a registered migration agent
- Average agent fees

Check if a person is registered at www.mara.gov.au:

Search for an agent

Search map >

Location
eg. country, state, city, town, suburb, postcode

Agent
eg. agent's family name or MARN

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Office of the Migration Agents Registration Authority www.mara.gov.au or 1300 226 272