

Robert Alexander (MARN 0955468) Standard Cost Agreement Terms & Conditions

Document to be read in conjunction with the Cost Agreement

APPOINTMENT OF AGENT

- The Client appoints Robert Alexander (the RMA) for the matter as indicated in the Cost agreement under “Your Matter”.
- The matter is divided into tasks (or “fee items”) to be remunerated in advance as indicated in the Cost Agreement under “Professional Fees”.
- The fees quoted in this agreement are valid for 1 year from the time of signing by the client (provided work commences in that year) - unless this is extended by the RMA in writing.
- Unsigned agreements remain a valid offer for 1 calendar month from the date of issue (subject to extension at the discretion of the RMA).

CODE OF CONDUCT ([CODE](#))

- [The Code](#) is intended to regulate the conduct of Registered Migration Agents by introducing a proper standard for the conduct of business as an RMA & establishes the minimum attributes & abilities that a person must demonstrate to perform as an RMA.
- The RMA will provide access to a copy of [The Code](#) to Clients on request (also accessed by links in RMA email signatures).
- If [The Code](#) (Prescribed in Schedule 2 of the Migration Agents Regulations 1998) is amended as to be inconsistent with any agreement between the Client and the RMA, both parties agree to vary that agreement to comply with the new Code.

SERVICES TO BE PROVIDED

- The services to be provided (in the completion of the tasks or “fee items” listed under “Professional Fees”) in this agreement include the following:
 - Provide advice relating to the Client’s migration goals & their choice of visa category.
 - Provide frank & candid advice regarding the prospects of success (Application success is NOT guaranteed).
 - Analyse current Immigration Law relating to the nominated matter.
 - Assist in the completion and/or checking of relevant application forms.
 - Provide advice & assistance relating to documentation required to support the application.
 - Prepare any necessary supporting submissions to an Assessing Authority, Department or review body
 - Submit application to Assessing Authority, Department or review body within agreed timeline.
 - 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.
 - 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 application process, 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.
 - Provide post grant migration advice regarding visa conditions & requirements.

TERMINATION OF AGREEMENT:

- The Client may terminate this agreement at any time.
- The RMA 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 RMA terminates the agreement, they must comply with Clause 10.1B of the Code.
- The RMA must terminate the agreement if a conflict of interest (Part 2 of the Code) arises. In this case the RMA will notify the Department & advise the Client about appointing another RMA.
- If the agreement is terminated, the Client must pay any fees for work completed by the RMA and agrees to make payment for all costs incurred by the RMA in collecting any outstanding fees owed by the Client. The Client need not pay fees for work not yet completed.
- On termination, the RMA must deal with Client files in accordance with Part 10 of the Code.

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WHO WILL PERFORM THE WORK

- All Immigration advice will be provided by: Robert Alexander; MARN 0955468. *Administrative*
- services may be provided by other staff under supervision and/or direction.
- In the advent that another registered Migration Agent's services are required this will only be done in agreement between the Client and Robert Alexander.

THE RMA GUARANTEES THAT HE:

- Is registered with the Office of the Migration Agents Registration Authority
- Maintains the required level of Professional Indemnity Insurance
- Has no conflict of interest in terms of Part 2 of the Code
- Will inform the Client in writing of any financial benefit resulting of advice of a non-migration nature to the Client.
- Will act in accordance with the Law & in the best interests of the client & deal with the client competently, diligently & fairly.
- Will provide attentive & courteous service.
- Will ensure the Client has access to an interpreter, if required (The Client is responsible for interpreter fees).
- Will, on request, provide the Client a copy of their application & any related documents (The Agent is entitled to charge a reasonable amount for copies.)
- Has sufficient knowledge of relevant laws to competently provide the agreed services.
- Will advise the Client in writing if, in the RMA's opinion, the application is vexatious or grossly unfounded.

THE CLIENT AGREES THAT:

- The indicated fees are to be paid for the completion of specified tasks listed under "Professional Fees" (even if tasks are completed before an Invoice for those fees is issued).
- Once notified of any changes to costs (fees and/or disbursements) and having had receipt of a document listing those changes that those changes become part of the agreement.
- The RMA cannot be held responsible for various third party organisations changing their charges and is entitled to adjust the listed Disbursement to the new amount.
- The RMA will advise the Client on current immigration law but cannot predict future changes.
- The Client will respond promptly to requests by the RMA for further information or documents.
- The Client will not hold the RMA responsible for delays caused by the Client's failure to promptly provide information or documents.
- The RMA is under no obligation to submit the Client's application to the Department or review body until full payment is made of all due fees & charges.
- The Client has been provided access to a copy of the [Consumer Guide](#) (translations will be provided on request).
- The final decision on any application is beyond the RMA's control & is not guaranteed in any way.
- The RMA is not 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 business/personal affairs without first notifying the RMA.
- All information provided to the RMA is, to the best of the Client's knowledge, true & current & that all documents supplied are genuine & authentic.
- The Client will, during the processing of an application, notify the RMA of any material changes in his/her circumstances or his/her immediate family's.
- If the Client has been advised in writing that in the RMA's opinion, an application would be vexatious or grossly unfounded; the Client will acknowledge in writing the receipt of the advice, if notwithstanding the advice, the Client still wants the RMA to lodge the application.
- The client will incur any and all costs associated with the collection of any and all unpaid fees for invoiced work items that have been completed or for any disbursements that have been paid for on the client's behalf (in advance).

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RETENTION OF DOCUMENTS:

- The RMA agrees to keep securely, & preserve confidentiality of, all documents provided, paid for, by, or on behalf of, the Client until the earlier of: 7 years after the date of the last action on the file for the Client; or when the documents are given to the Client or dealt with in accordance with the Client's written instructions.
- The RMA will 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. After this the RMA may destroy records in a way to ensure confidentiality unless records are included in further services.

CONFIDENTIALITY

- The RMA will not disclose nor allow disclosure of confidential information about the Client or the Clients' business to any parties not included in the agreement by the client unless with the Clients' written consent or if required by Law.
- The RMA will preserve the confidentiality of the Client's medical records & documents in accordance with the Privacy Act

RESOLUTION OF DISPUTES:

- *If a dispute* arises, out of or relating to an 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 (documented) that is acceptable to (and signed by) both the Client & RMA.
- 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 longer if agreed between the parties).
- If the parties cannot reach agreement within 21 days, they agree to refer the dispute to the [Australian Disputes Centre \(ADC\)](#) for final settlement by a single arbitrator appointed in accordance with the (ADC) rules or other mutually acceptable process suggested by ADC. It is expected that any fees payable to ADC will be paid by the parties equally.
- Either party may commence court proceedings
- A Client may vary the above if it can be established DIBP may require the Client to depart Australia.
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Relevant documents:

- [The Code of Conduct](#)
- [The Consumer Guide](#)

Relevant websites:

- [Office of the Migration Agents Registration Authority \(OMARA\)](#)
- [Australian Disputes Centre \(ADC\)](#)