



**Dizon & Associates**  
Immigration & Corporate Advisory

# **Service Terms & Conditions**

## Immigration Advisory

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## A. TERMS OF AGREEMENT

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### 1. APPOINTMENT OF AGENT

- 1.1 The Client appoints 'Dizon & Associates' [ABN 22 112 472 290] as the Agent to represent the Client 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 immediately on request. It is also available at [www.mara.gov.au](http://www.mara.gov.au).
- 2.3 If the Code (as prescribed in Schedule 2 of the Migration Agents 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 obligation as a legal practitioner or otherwise, or is inconsistent with the laws of the Country in which the Agent is operating, the Agent and 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

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

- 3.1 Provide advice relating to the Client's migration goals and their choice of visa category;
- 3.2 Provide honest and candid advice regarding the prospects of a successful application. The Agent cannot guarantee the success of an application;
- 3.3 Analyse current immigration laws relating to the nominated visa category or review application;
- 3.4 Assist in the completion and/or checking of relevant application forms;
- 3.5 Provide advice and assistance relating to documentation required to support the application;
- 3.6 Prepare any necessary supporting submissions to the relevant Assessing Authority, Department or review body;
- 3.7 Submit the application to the relevant Assessing Authority, Department or review body for processing as soon as possible;
- 3.8 Wherever possible, supply any further documentation or information requested by the Department on receipt documents from the Client;
- 3.9 Wherever possible, assist the Client to comply with any request made by the Department or review body;
- 3.10 Keep the Client fully informed of all developments concerning the progress of the application;
- 3.11 Promptly advise the Client of any communications from the Department or review body;

- 3.12 During the processing of the application, advise the Client of any changes to the law or Departmental policy requirements affecting the visa application;
- 3.13 Advise the Client promptly of the outcome of the application;
- 3.14 Provide post grant migration advice regarding visa conditions and requirements.

### 4. RESPONSIBLE AGENT

- All immigration assistance will be provided by PAUL CHRISTOPHER DIZON – Migration Agent Registration No. 1067203 (The 'Responsible Agent').
- 4.1 The Responsible Agent, other migration agents or associates as directed by the Responsible Agent may work on the Client's matter from time to time.
- 4.2 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.

### 5. THE AGENT GUARANTEES THAT HE OR SHE:

- 5.1 Is registered with the Office of the Migration Agents Registration Authority;
- 5.2 Maintains the required level of Professional Indemnity Insurance;
- 5.3 Has no conflict of interest in terms of Part 2 of the Code;
- 5.4 Will act in accordance with the law and in the best interests of the Client, and deal with the Client competently, diligently and fairly;
- 5.5 Will provide courteous and attentive service;
- 5.6 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;
- 5.7 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 such copies;
- 5.8 Has sufficient knowledge of the relevant laws to be able to competently provide the agreed services;
- 5.9 Will advise the Client in writing, if in the Agent's opinion, the application is vexatious or grossly unfounded;
- 5.10 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:

- 6.1 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;
- 6.2 The Client will respond promptly to request by the Agent for further information or documents;
- 6.3 The Client will not hold the Agent responsible for delays caused by the Client's failure to promptly provide information or documents;
- 6.4 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;

- 6.5 The Agent has provided the Client with a copy of the booklet titled *Information on the Regulation of the Migration Advice Profession*;
- 6.6 The final decision on an application submitted to the Department is beyond the Agent's control;
- 6.7 The Agent has not guaranteed the success of any application;
- 6.8 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;
- 6.9 The Client will not sell property, leave employment or finalise any business or personal affairs without first notifying the Agent;
- 6.10 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;
- 6.11 If the Agent believes or reasonably believes that the Client has provided falsified information or documents, the Agent reserves the right to terminate the provided services;
- 6.12 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;
- 6.13 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;
- 6.14 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 advice, if notwithstanding the advice, the Client still wishes for the Agent to lodge the application.

## 7. TERMINATION OF AGREEMENT

- 7.1 The Client may terminate this agreement at any time;
- 7.2 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.
- 7.3 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;
- 7.4 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;
- 7.5 When the agreement is terminated, the Agent must deal with the Client's file in accordance with Part 10 of the Code.

## 8. RETENTION OF DOCUMENTS

- 8.1 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 by, or on behalf of, the Client until earlier of:

- (i) 7 years after the date of the last action on the file for the Client, or
- (ii) when the documents are given to the Client or dealt with in accordance with the Client's written instructions;

- 8.2 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;
- 8.3 After this date the Agent may destroy the documents and records above in a way which will ensure confidentiality.

## 9. CONFIDENTIALITY

- 9.1 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 businesses without the Client's written consent, unless required by law.
- 9.2 If applicable, the Agent will preserve the confidentiality of the Client's medical records and documents in accordance with the *Privacy Act 1988* or any other privacy laws of other jurisdictions.

## 10. RESOLUTION OF DISPUTES

- 10.1 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 parties. The agreement will be documented in writing, dated and signed by both the Agent and the Client;
- 10.2 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 as agreed between the parties);
- 10.3 If the parties cannot reach an agreement within 21 days, the parties agree to refer the matter to mediation or alternative dispute resolution available in their jurisdiction;
- 10.4 If the parties have been unable to resolve their dispute through the ACDC, either party may commence Court proceedings but not before the expiry of 28 days from the date of the referral to ACDC;
- 10.5 A Client may vary the procedure set out in this clause if the Client can establish that DIAC may require the Client to depart Australia;
- 10.6 If a dispute arises in another jurisdiction outside Australia, subject to subclauses 10.1 & 10.2, the parties agree to seek alternative dispute resolution procedures prior to Court proceedings in that particular jurisdiction.

## PROFESSIONAL FEES

The "Professional Fees" payable to Dizon & Associates [ABN 22 112 472 290] or its Associate Representatives relates to documentation preparation and representation only. The Client is liable for all fees & charges necessary for the submission of their visa application. These are provided in the Clause 4 "Other Charges" set out in the

Schedule of Fees below. Professional Fees quoted include applicable GST/VAT charges.

#### **VISA APPLICATION SERVICE FEES**

There are two instalments payable at the visa application stage (GSM applicants must complete a skills assessment before proceeding with their visa application). Please note that our professional fees are fixed.

**1. Preparation Service Fee:** This is the first instalment payable for the preparation of all documentation, certification, assessments and submissions required prior to the lodgement of the visa application. Any disbursements relating to the preparation of the visa (i.e. skills assessment fees, IELTS tests, health/police checks, etc.) are additional charges which must be paid as needed.

**2. Lodgement Service Fee:** This is the second instalment payable when the visa application is completed and ready to be lodged, or agreed otherwise. In addition, the client must provide the correct Visa Application Charge (VAC) as set by and payable to the Department of Immigration & Citizenship. The client will be given the opportunity to review the final draft of their visa application before it is lodged.

The total service fee payable will always be disclosed to the client prior to any representation. However, the client may discontinue or terminate agent representation at any stage pursuant to clause 8 of the agreement. Representation service fees are subject to the following conditions:

- a) The client may pay the total service fee amount as a lump sum or as per the instalment payments outlined above. Where a lump sum has been paid and either party subsequently terminates or discontinues the agreement prior to the visa application lodgement, the client may only receive a refund of the Lodgement Service Fee;
- b) No full or partial refunds are available once a service stage or an instalment service fee has been paid;
- c) Where either party terminates or discontinues the agreement prior to the lodgement stage or *Lodgement Service Fee* instalment, the agent immediately ceases as the representative of the client and such representation must not be declared when lodging the visa application. The agent shall also be under no obligation to further respond to or deal with any issues or inquiries from the Department regarding the visa application;
- d) Any outstanding fees and disbursements must be paid within 7 days. The agent has full discretion and is under no obligation to proceed with representation until all relevant fees and disbursements are paid.

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