

Client Representation Agreement

Bonaj Consultants

This Agreement is between...	
Mrs. Bhavana Kulkarni	
Registered Migration Agent (RMA# 0209265)	
Sole Proprietor of :	Bonaj Consultants
Office:	Melbourne, AUSTRALIA
Contact details:	
Email:	bhavana@bonaj.com.au
Mobile:	+61 433 208 263
Website:	https://bonajconsultants.wordpress.com
AND	
Client's First & Last Name	
Address	<i>House No, Street No.</i>
	<i>Landmark (if available)</i>
	<i>Suburb Postcode</i>
	<i>City, Country</i>
Contact details:	
Email:	
<i>Alternate</i> Email:	
Mobile:	
Home Phone:	

PURPOSE OF THE AGREEMENT

The parties have entered into this agreement for the provisioning of following service	
<input type="checkbox"/> Migration Advice	<i>Brief Description</i>
<input type="checkbox"/> Skill Assessment	<i>Skill Assessment Authority</i>
<input type="checkbox"/> Visa Application	<i>Mention Visa Subclasses</i>
<input type="checkbox"/> Appeal or Review a decision	<i>Application ID; ClientID, DoB</i>
<input type="checkbox"/> Other	

Professional Indemnity Insurance

Agent maintains a current Professional Indemnity Insurance at the time of entering into this agreement that covers the services to be provided.

Fees

Agent charges lump sum fee for service.

GST

Not applicable.

Departmental Fees & Charges

Refer Statement of Fees.

Guarantee of Outcome

Agent does not guarantee a success outcome not does the agent charge success based fee.

Consumer Guide

[Consumer Guide – English \(376KB PDF\)](#)

Code of Conduct

[Code of Conduct for registered migration agents \(528KB PDF\)](#)

Complaints

[Visit the OMARA website for more Information.](#)

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1. APPOINTMENT OF THE AGENT:

The client hereby appoints the agent to represent the client and to assist the client in connection with the visa or review application or other services described in this agreement.

2. SERVICES:

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

- a. The provision of advice relevant to the visa category and the choice of category.
- b. Assistance in the completion and/ or checking of relevant forms for making the visa or review application as the case may be.
- c. Advice and assistance in relation to the provision of personal and official documentation required to support the application.
- d. Analysis under the current Immigration Law and the legal requirements for the nominated visa category or review application and the preparation of any necessary supporting submissions to the Department of Immigration and Border Protection (DIBP) or the review body.
- e. Submission of the application to the Department or review body for processing.
- f. Liaison with the Department or review body and the use of the agent's best endeavours to supply any further documentation or information requested by the Department.
- g. Keeping the client fully informed of all developments concerning the progress of the application.
- h. During the processing of the application, advising the client of any changes to the law or Departmental policy requirements affecting the visa application.
- i. Promptly advising the client of communications from the Department or review body affecting the application and, where possible, assisting the client to comply with any requests made by the Department or review body.
- j. Advising the client promptly of the outcome of the application as soon as a decision gets made.

3. THE AGENT WARRANTS TO THE CLIENT THAT THE AGENT:

- a. Is registered as a Registered Migration Agent (RMA) with the Office of Migration Agents Registration Authority.
- b. Maintains an efficient file, accounting, and client record system and will apply that system to the services to be provided under this agreement.
- c. Has no conflict of interest in terms of Part 2 of the Code of Conduct.
- d. Will receive no financial benefit from a third party as a result of providing advice of a non-immigration nature that has not already been disclosed in writing to the client (refer clause 2.2 of the Code of Conduct).
- e. Maintains a separate client account to hold monies received on trust from the client.
- f. Will act in accordance with the law and in the best interests of the client, and deal with the client competently, diligently and fairly.
- g. Has sufficient depth of knowledge of the Migration Act, Migration Regulations and migration policies and procedures to be able to competently provide the agreed services.

4. THE AGENT AGREES:

- a. To provide courteous, attentive service to the client.
- b. To prepare the application in a comprehensive, timely, fair and ethical manner and lodge it within reasonable time frames and in accordance with the Migration Act and Regulations. In doing so the agent will comply with all statutory and other deadlines provided it is within the agent's reasonable power to do so. For the sake of clarification it would not be within an agent's reasonable power to comply with a deadline if the client has failed to provide necessary documents or the fees necessary to effect such compliance.
- c. To give the client clear explanations of their immigration status and visa application processes available.
- d. To provide frank and candid advice to the client as to the prospects of success of the application.
- e. To assign competent and skilled staff to the task.
- f. To provide the services of an interpreter at the expense of the client if requested by the client. In this event the Agent shall be entitled to request payment in advance of a sum sufficient to cover the cost of the interpreter.
- g. To provide clear and timely advice on the progress and outcome of the client's visa application.
- h. To observe and comply with the Code of Conduct prescribed for registered migration agents and contained in Schedule 2 of the Migration Agents Regulations 1998.
- i. To provide the client with a copy of the Code of Conduct upon request.
- j. To notify the client in advance and obtain the client's written agreement to any proposed change in the agent fees payable under this agreement.
- k. To provide the client with a copy of the application on request.

5. THE CLIENT AGREES:

- a. To respond in a timely way to requests made by the Agent for further information or documents.
- b. To promptly make the payments required by this agreement as and when they fall due.

6. THE CLIENT ACKNOWLEDGES:

- a. The agent has shown you where to obtain the Consumer Guide.
- b. The agent has informed the client that he or she is entitled to receive copies of the application and any related documents. The agent may charge a reasonable amount for any copies provided.

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- c. The agent has not represented to the client that he or she can procure a particular decision from DIBP or any other decision-maker in this matter.
 - d. The final decision on an application submitted to a Government processing office is beyond the control or influence of the Agent and that the Agent makes no claims whatsoever as to any special access to or influence on the decision-maker.
 - e. The Agent shall not be liable for any loss arising from retrospective changes in the law affecting the client's application.
 - f. The Agent has advised the client not to sell property, leave employment or finalise any business or personal affairs until after receipt of written approval of the application by DIBP.
 - g. That if a conflict of interest arises in terms of Part 2 of the Code of Conduct, the agent can no longer advise or represent the client in its capacity as a migration agent. The agent will notify the Department that it is no longer acting for the client and advise the client about appointing another migration agent.
7. THE CLIENT WARRANTS:
- a. That all information provided to the agent is to the best of the client's knowledge and belief, true and correct and that all documents supplied are similarly genuine and authentic.
8. OTHER TERMS AND CONDITIONS:
- a. The Agent will be under no obligation to submit the client's application to the Department or to the review body until payment has been made in full of all fees due and payable at that stage.
 - b. **Goods & Services Tax:** Where the Goods and Services Tax (GST) is payable in respect of the Agent's services such tax shall be payable in addition to the agreed fee. [Note: as a general guide, clients who are not residents of Australia for income tax purposes are usually not liable for GST. However, the client should obtain specific advice on this point if in doubt.]
 - c. **Invoicing:** The Agent will be entitled to invoice the client for the work in the agreed stages or block of work upon completion of the work in each stage or block. Request can be made either by sending an invoice or by email referring to the Statement of Fees provided with this Agreement, which sets out the particulars of each service performed, and the charge made in respect of each such service and the mode and timing of payment. Immediately upon rendering such invoice the agent may transfer funds from the client account in payment thereof.
 - d. **Disbursements:** The agreed fee does not include disbursements that may be incurred by the Agent including the Department's application fee unless otherwise stated explicitly in the Statement of Fees. It is acknowledged and agreed that the cost of translations and certification of documents, health checks, couriers fees and English language assessment fees (where necessary) are not covered by the agreed fee and are the client's responsibility. It is also acknowledged that Department and Government fees may change from time to time and that payment of them remains at all times the responsibility of the client. The agent is entitled at any time to withdraw funds from the Client Account to pay disbursements that are required to be paid to the Department, or any other agency, for the client. All Departmental fees and disbursements set out in this agreement are based on the services requested by the client at the time of entering into the agreement. It is acknowledged and agreed that if the service category required by the client changes, then any resulting change in the Department's application fee will be the responsibility of the client. It is also acknowledged and agreed that the disbursements set out in this agreement are only an estimate and any variance in such estimate or any additional cost for outside expertise (where necessary) will also be the responsibility of the client.
 - e. **Termination of agreement:** This agreement may be terminated on terms agreed by both parties. In the absence of such agreement the client may terminate the agreement by reasonable notice in writing to the Agent. The agent may terminate the agreement by reasonable notice in writing to the client specifying just cause for such termination (refer clause 10.1 of the Code of Conduct). In the event of the agreement being terminated in accordance with this clause the Agent will be entitled to be paid all proper disbursements and out of pocket expenses incurred on behalf of the client as well as a pro-rata proportion of the agreed professional fees based on the time devoted to the case up to the time of termination. On completion of the services under this agreement, the agent will, if requested by the client, give to the client all the documents the client has paid for or given to the agent.
 - f. **Resolution of Disputes:** Mediation, Arbitration and other Dispute Resolution Processes:
 - i. All disputes arising out of this Agreement shall first be the subject of discussion between the agent and the client with the objective of negotiating an amicable settlement. The results of such amicable settlement shall be issued in writing and signed by both the Agent and the Client.
 - ii. If no amicable settlement is reached within twenty-one (21) days (or such longer period as may be agreed between the parties) of one of the parties requesting an opportunity to discuss the dispute, the parties agree to refer the disputed matter to the Australian Commercial Disputes Resolution Centre ("ACDRC") for final settlement in accordance with the Rules of the ACDRC by a single arbitrator appointed in accordance with the said Rules or by adopting and agreeing to another dispute resolution process suggested by the Secretary of ACDRC and acceptable to the parties.
 - g. **Confidentiality:** The Agent will preserve the confidentiality of the client and will not disclose or allow being disclosed, confidential information about the client or a client's business without the client's written consent, unless required by law.
 - h. **Retention of documents:** The agent agrees to keep all documents (including electronic communications) to which the client is entitled securely and in a way that will ensure confidentiality until the earlier of:
 - i. 2 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.

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- i. **Variation of the Code of Conduct:** This agreement attempts to comply fully with the Code of Conduct. If the Code of Conduct is amended and this agreement does not comply with the amended Code, the agent and the client agree that the agreement shall be amended to the extent that it must to comply with any such amendment.

Client:

.....
Name

.....
Client Signature

Date:/...../2015

RMA: Mrs. Bhavana Kulkarni



.....
RMA Signature

Date:/...../2015

SAMPLE