

Terms and Conditions

DEFINITIONS

These Terms and Conditions govern your relationship with us throughout the provision of migration services to you. You will be bound by these Terms and Conditions when you sign the Agreement to Provide Migration Services.

In this document: 'we', 'our' and 'us' means BFES and/or the registered migration agent(s) listed on page 1 of the agreement; whilst 'you' and 'your' means the client(s) to whom we have agreed to provide migration services.

'Agreement' means the Agreement to Provide Migration Services, which details the migration services that we will provide to you. These Terms and Conditions, our Privacy Policy and any attached Schedules are all incorporated into the agreement.

'Consumer Guide' means the consumer guide for registered migration agents issued by the Department of Home Affairs and can be found at www.mara.gov.au.

1. Code of Conduct

- a. We undertake to adhere to the Code of Conduct for registered migration agents ('the Code'), which is prescribed by Schedule 2 of the Migration Agents Regulations 1998 (Cth).
- b. The Code regulates the conduct of registered migration agents ('RMAs'), and its purpose is to protect clients of RMAs, and to strengthen the integrity of the immigration advice industry along with Australia's immigration system.
- c. We will provide a copy of the Code to you upon request. The Code is also available online at www.mara.gov.au.

2. Our Obligations

As your migration agents, and subject to the Agreement, the Code and any other Commonwealth, State or Territory law, we will:

- a. Act professionally, competently, diligently, ethically, honestly and with integrity;
- b. Act in your legitimate best interests, having regard to your dependence on our knowledge and experience;
- c. Act in accordance with your lawful instructions and the Agreement (including these Terms and Conditions);
- d. Respond to your instructions, queries and requests in a timely manner.

3. Your Obligations

As our client(s), you will:

- a. Give us full and clear instructions;
- b. Be honest and lawful in your dealings with us; this includes providing information that is, to the best of

your knowledge and belief, true and current, and documents that are genuine and authentic;

- c. Treat us with respect and trust;
- d. Provide requested documents and information within the timeframes specified in our communications with you.

4. Matters Impacting on Our Service

- a. We have provided you with a copy of the Consumer Guide, which sets out the standards and rules that a registered migration agent must follow.
- b. You bear the risk that changes to immigration law may cause the Application to be refused or take longer to be processed. We are not liable for any loss that arises from changes to the law that affect the Application.

5. Payment of Fees, Charges & Costs

- a. You will promptly pay our professional fees, the charges payable to the relevant authority, and any other costs associated with the application.
- b. You are aware that if you do not pay our professional fees as and when requested, we may cease working on the Application.

6. Variation of Agreement

- a. A variation to the Agreement may be required where the Application will be materially altered or affected by a change to your circumstances, or if there are changes to immigration law after the Agreement has been signed.
- b. You must provide your written consent to any proposed variation to the Agreement before any variation takes effect.

7. Termination

- a. Either party may terminate this Agreement at any time by giving 14 days' written notice to the other party.
- b. We may terminate the Agreement immediately without any right to claim damages if you breach these Terms and Conditions.

8. Refund Policy

- a. Any refunds of fees, charges and costs payable to you will be paid into your nominated bank account within 14 days of the time that they become payable.
- b. We are under no obligation to provide any refund of professional fees, costs and charges paid pursuant to the Agreement should the Application be refused by the Relevant Authority.

9. Privacy & Confidentiality

- a. BFES takes your privacy seriously. We will observe the provisions of our Privacy Policy, which can be viewed on the Privacy Policy page of our website, www.bfesglobal.com.au.
- b. The parties agree not to disclose these Terms and Conditions, or any details of fees, to any third party.

10. Dispute Resolution

If a dispute arises out of or relating to the Agreement, the parties agree to first attempt in good faith to

resolve the dispute with the aim of reaching a resolution within 21 days from notice of the dispute. Any resolution will be documented in writing, dated and signed by both parties.

11. Relevant Law and Jurisdiction

These conditions and all aspects of our performance of the Services are governed by, and both parties agree to be bound by, the law of the state of NSW, and the Code. Both parties irrevocably submit to the exclusive jurisdiction of the courts of the state of NSW and/or the Office of the Migration Agents Registration Authority.