

Partner Visa Application – Agreement for Services and Fees

Before you make a formal decision that you wish us to act, you are entitled to receive information about our services, professional charges and any other expenses associated with the conduct of your matter.

Migration Agents are bound by ethical and legal requirements in relation to our professional conduct. We attach a copy of the Migration Agents Registration Authority (MARA) Consumer Guide for your attention.

Our firm is fully committed to ensuring compliance with the Code of Conduct as issued by the Migration Agents Registration Authority. The Code of Conduct 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 establishing the minimum attributes and abilities that a person must demonstrate to perform as a registered migration agent. We attach a copy of the code for your attention.

We draw your attention to 2.14A of the Code of Conduct and you agree that we have not guaranteed that you will receive a visa and any processing times mentioned are indicative of the current advertised processing times of the Department which change and fluctuate depending on demand and legislative changes.

The Code of Conduct also mandates that we are to provide you with a statement as to the probability of success. Unless we have outlined a strategy to the contrary, we will only proceed to lodge an application where we believe that you meet the requirements of the Migration Act, Regulations and Policy. Therefore we believe that the probability of success is close to 100%. In our experience factors which will reduce this chance of success will include, case officers making mistakes or not following policy, changes in your circumstances and changes to the Migration Act, Regulations or Policy or other unforeseen circumstances beyond our control.

This Agreement conforms to the Migration Agents Code of Conduct, a copy of which is available from the Office of the Migration Agents Registration Authority website: [here](#)

Before starting work for you, the Code of Conduct now requires acceptance by you of our fees and charges.

Services/s - Visa Application	Partner Visa – Temporary Partner Visa and Sponsorship Applications Subclass 820 (onshore) or 309 (offshore)
Hours of Work	30 - 35
Visa Application Charge (VAC) (Paid to the Department of Immigration) Visa Application Credit Card Surcharge (Paid to the Department of Immigration) Goods and Services Tax (GST) (Paid to the Australian Government)	Primary Applicant: \$7160 1.32% of Application Fees: \$93 \$280
Professional Fees (Paid to Partner Visas Australia)	\$2800

In addition to the above you will be paying an initial fee of \$770 (includes GST). This fee is refundable to you (less a 1hr consultation charge: \$220) in the event that we have assessed you and your Partners circumstances as not being eligible for Partner Migration after you have entered into this agreement.

This insures you that where you are assessed by us as not being eligible you do not have to pursue your application and incur any fees in the table above. In addition, you will be refunded \$550 of your initial fee.

Your application may require you to undertake Medical Examinations and provide Police Clearance Certificates and may require you to have documents in foreign languages translated into English.

Approximate costs are outlined below:

- Police Clearance Certificate \$40 -\$90
- Translations \$30- \$70
- Medical Examinations: \$350-\$450

Police Clearance Certificates and Translations

You are required to have a Police Clearance Certificate for any country you have been in for 12 months or more. Any document not in English must be accompanied with an English Translation in your application

We will provide you advice on how to organize your Police Clearance Certificates and any Translations that may be required.

Medical Examinations

Only the visa applicant is required to have a health examination.

Medical Examinations are valid for 12 months. To avoid your medicals becoming expired before a decision is reached on your application, we will complete the necessary paperwork after your application has been lodged to enable you to simply call the Doctors office and Book an appointment at the correct time.

We will organise for the completion of your Health Declarations, ehealth Medical Referral Letter linked to your application and provide you instructions on how you can organize and book your medical examinations with a Department of Immigration Panel Doctor.

Visa Application Charges

Visa Application Fees are usually increased by the Australian Government on 1 July each year, although they can be increased at any time. Where government fees increase between you agreeing to this agreement and lodging your application you will be charged the difference. The fees outlined in the table above are for 1 Visa applicant and 1 Australian sponsor only. All Government Visa application fees are due prior to lodgement. We will send you an invoice for government charges shortly before your application is lodged.

Payment Terms

Your initial fee covers your account creation, invoicing, communications between us to date, personalised instructions and an assessment of You and your Partners circumstances for eligibility for Partner Migration. The initial fee is payable upon you accepting this agreement.

After your initial payment we will invoice you in 3 instalments of the remaining fees on a 28-day billing schedule (i.e. over 84 days). That is, your remaining fees will be spread over 3 separate payments on a 28-day billing schedule. Invoices will be delivered to you on the 21st day of your 28-day billing schedule. All invoices must be paid 7 days within receipt.

Upon payment of your initial fee we will begin the process of formally advising you and your partner in writing and providing instructions and a detailed list of the required documents given you and your Partner circumstances. We will then work with you and your partner to gather and check your documentation to ensure they are in compliance with the Department of Immigration. Together with your documents and legal submissions we will prepare and submit You and your Partners applications for lodgement.

Where we have prepared and sent to you, your formal written Statements of Advice, Instructions and Individual Documentation Lists, the total 1st payment of your 28-day billing schedule will become a debt payable to Partner Visas Australia on that date, (however, these fees will be due at the end of your first 28-day billing period). Where your application has been prepared and lodgement completed by us, all fees on your account become a debt payable to Partner Visas Australia on the date of lodgement, (however, these fees will be billed in 3 instalments on a 28-day billing schedule (over 84 days).

Where payment is not received within 7 days of your invoice date you will be charged an administration fee of \$35/day for every day your account goes unpaid. This is to cover the additional costs of administering your account/file and to ensure timely payment on your account. We are under no obligation to continue work on your matter if your account is not fully paid by the due date.

Where you discontinue your application with us, you will be liable to pay the portion of your fees for the days passed in your 28-day billing schedule. I.e. on a *pro rata* basis, if after your initial payment you decide to discontinue your application with us you will be liable for the days elapsed into your 28-day billing cycle. For example, if 35 days after entering into this agreement you decide not to pursue your application, you will be liable for the first 28-day payment and an additional 7 days.

Post-lodgement, we will be there for you and your Partner; offering assistance should your circumstances change that requires you to notify the Department of Immigration, to complete your documentation to enable you to undertake your medical examinations and to keep you fully informed at all stages.

Partner Visas Australia

Level 8, 65 York Street Sydney NSW 2000

Ph: 02 8042 8443 Fax: 02 8088 7903 Email: info@partnervisasaustralia.com

www.partnervisasaustralia.com

Additional Services – Complex Cases

Your fees are for the services as outlined above.

You agree that additional fees may be charged where you or your partners circumstances change to the effect that that change requires additional services, and once you are notified by us of the cost of the additional service/s and you agree to the cost and instruct us to complete additional service/s for you. As outlined on our website [here](#), circumstances where we believe you to require additional services include the following:

- Addition of a newborn Child to your application (applicant outside Australia).
- Australian Citizenship and Australian Passport applications for a child born in Australia to one Parent who is an Australian Citizen.
- Addition of dependent family members (dependent Parent or Child over 18 Years of age) to your application.
- Assessment of poor Health or Health Condition and Health Waiver applications.
- Family Violence Provision Claim - where the applicant has been a victim of Domestic Violence.
- s501 Character Waiver applications - where an applicant does not meet or will fail the character requirement for their Visa or Sponsorship application.
- Public Interest Criteria and Waiver applications - where an applicant does not meet one of the Public Interest criteria such as a previous; visa cancellation, refusal, entry ban etc.
- Partners currently not living together - Couples who do not cohabit under one roof for reasons of work, family or a number of other circumstances.
- Sponsorship Limitation Waiver - Where you or your partner have been sponsored within the time period for a previous partner visa/sponsorship application.
- Schedule 3 Waiver - Where you were unlawful or you do not hold the correct visa at the time of application.
- 8503 (No further stay) Waiver – Condition attached to Visitor visa preventing a further Visa application while the applicant is physically in Australia.
- 6 Month Work Restriction Waiver application - Waiving the 6 Month Work restriction on your Working Holiday Visa - Allowing you to work with one employer longer than 6 months during the processing of your Partner application.
- Traveling overseas during processing/Bridging Visa B applications.
- Ministerial Intervention Requests.
- Administrative Appeals Tribunal Appeals.
- Federal Magistrates Court, Federal Court or High Court of Australia Appeals.

Partner Visas Australia

Level 8, 65 York Street Sydney NSW 2000

Ph: 02 8042 8443 Fax: 02 8088 7903 Email: info@partnervisasaustralia.com

www.partnervisasaustralia.com

Where your circumstances change to the effect that you require additional services, we will send you an Increase in Costs - Consent Notice, outlining the hourly consultation charge and an estimate of time to complete the required additional service/s. We at all times charge reasonable fees for the services that we perform. In our commitment to be one of Australia's most competitively priced Migration firms, any additional services are completed at our Standard Consultation Rate - \$220/Hr (Inc GST).

Payment for any additional services will be included in your 28-day billing schedule after you have been notified of the required service/cost and consent to instructing us to complete those additional services for you.

In addition to our fees we provide free post-lodgement communications with the department. Once your application has been lodged, The Department of Immigration legally requires you to notify them of any changes in your circumstances as soon as they occur or shortly thereafter.

Circumstances in which we will notify the department on your behalf free of charge include the following;

- Change of Address
- Change of Contact Details
- Change of Employer/Loss of Employment
- Notifying the Department of a Pregnancy
- Notifying the Department of a Birth of a Child
- Notifying the Department of an Illness or Accident
- Notifying the Department of an answer in your application is now incorrect, now that your circumstances have changed
- Notifying the Department of your intended Travel outside Australia

Money held by us for the purpose of your matter is held in a separate Client Account/Trust Account. We will pay ourselves funds by transferring funds from our Client Account to our Operating Account as we complete work on your behalf. You agree to make all remaining payments on your account by Bank Transfer into our nominated Client Account. This also ensures additional fees are not passed on to clients, therefore reducing the fees that we charge you. Our bank details will be located on your invoice We are under no obligation to continue work on your matter if we do not have the funds deposited in our client account.

As payment of Departmental fees are required to lodge a valid application, it is our policy to receive departmental fees and for us to pay the department directly. This ensures that a valid application is lodged and allows us to track receipt of applications by the department through our banking reports.

Partner Visas Australia

Level 8, 65 York Street Sydney NSW 2000

Ph: 02 8042 8443 Fax: 02 8088 7903 Email: info@partnervisasaustralia.com

www.partnervisasaustralia.com



We will provide you advice and instructions on how to prepare your documents in a way that is acceptable to the Department of Immigration. You agree that you have access to a computer and have sufficient skills to scan your documents to send to us. You agree to complete our client questionnaire so that you and your partners data may be captured to enable us to complete your applications.

This agreement is based on the facts that you provide at the time of our initial consultations and is based on you being able to prove the facts that you presented us with. In the event that your circumstances change in a material way that affects your application, then additional charges will be incurred to cover the extra work in the change of your circumstances.

In the event that any document or information you provide is found to be fraudulent, this agreement is terminated. In this event, you grant us irrevocable permission to remove ourselves as your agent.

In the event a dispute continues this Agreement for Services and Fees is governed by Australian Consumer Law (ACL). Information about the rights and obligations of businesses and consumers under the ACL can be found on the Australian Government's Australian consumer law website: www.consumerlaw.gov.au

The personal information you provide to us is collected, used and disclosed to other entities in the continuance of your immigration matter where you have a reasonable expectation that your personal information will be used and disclosed by us.

If after commencement of your application and pre-lodgement, it appears to us that you are not pursuing your application, then if we receive no documents or correspondence from you for a period of 6 weeks, we will terminate this agreement without refund.

We maintain a current Professional Indemnity Insurance policy. If you are dissatisfied with our response to any of your concerns, you may seek assistance from MARA, as provided in the MARA Consumer Guide.

If you have any concerns about the conduct, or progress of your matter, or about our fees and charges, please contact our Principal Registered Migration Agent on (02) 8042 8443.

Partner Visas Australia

Level 8, 65 York Street Sydney NSW 2000

Ph: 02 8042 8443 Fax: 02 8088 7903 Email: info@partnervisasaustralia.com
www.partnervisasaustralia.com



By accepting this agreement, you consent to any variation in this agreement made by changes to the Law of Australia and any such change is deemed to be an included term of this agreement and prevails over any inconsistent terms.

Acceptance of this agreement is in accordance with the Migration Agents Code of Conduct and Electronic Transactions Act 2000 to the effect that Parties to this agreement are deemed to have signed this agreement electronically.

Our advice and fees are fixed at the time that your initial fee is received, however we reserve the right to increase our fees or terminate this agreement should there be a material change to the laws of Australia that effects your case. Any quotation for services is valid for a period of 14 days.

We thank you for choosing Partner Visas Australia with your Immigration matter and for the opportunity to assist You and your Partner.



- By clicking **[‘Yes’](#)** to **‘I have read and agree to the above Partner Visa Agreement’** on our Website, you are signing and agree to the terms of this Agreement and acknowledge receipt of the above-mentioned Cost Compliance notice, Code of Conduct and MARA Consumer Guide.