

**MIGRATION AGENT REPRESENTATION AGREEMENT
& DISCLOSURE STATEMENT**

This representation Agreement and disclosure statement is provided in accordance with the requirements of Regulation 8 & Schedule 2 of the Migration Agents Regulations 1998 Cth which establishes the Migration Agents Code of Conduct (the Code of Conduct) and section 3.4.9 of the Legal Profession Act 2004 Vic (LPA) for non-litigious matters.

Agent's Full Name	Michael Thornton	Migration Agents Registration Number: 9357348
	THORNTON IMMIGRATION	michaelt@thorntonimmigration.com.au
Law Practice's Business Address & Contact Details	40 -42 SCOTT STREET DANDENONG, 3177 VICTORIA, AUSTRALIA	Tel: + 61 3 97932655 Fax: +61 3 97942590 Agent is: <input checked="" type="checkbox"/> Partner in Law Practice <input type="checkbox"/> Employee in Law Practice
Client Name	Mr John Doe	
Client Address & Contact Details	57 Club Boulevard St Moritz	Email: John.doe@imagine.com.au Tel (home): Tel (work): Fax: Mobile:
Visa Category or Activity to be undertaken by Law Practice on behalf of the Client	<p>Visa Category: Subclass or matter type: 457 Miscellaneous File</p> <p>Service Category: Advice <input type="checkbox"/> Visa Application <input type="checkbox"/></p> <p>Appeal or Review <input :<="" p="" type="checkbox"/> <p>AAT <input type="checkbox"/> RRT <input type="checkbox"/> MRT <input type="checkbox"/></p> <p>Federal Court <input type="checkbox"/> Federal Magistrates' Court <input type="checkbox"/> High Court <input type="checkbox"/></p> <p>Other (if applicable):</p> <p>Includes preparation of associated business sponsorship and/or nomination applications: Yes <input type="checkbox"/> / No <input type="checkbox"/></p> </p>	
How we will Charge You (s.3.4.9(1)(a) LPA)	<p>Lump/Agreed Sum <input type="checkbox"/> or Hourly Rate <input type="checkbox"/></p> <p><i>In some circumstances it may be appropriate for us to charge you partly a lump sum and partly on an hourly rate depending on the nature of the work.</i></p> <p>IF Lump/Agreed Sum Our legal costs will be charged as a lumped sum or fixed fee. The amount of the lump sum is \$ and is subject to any variations described in this Agreement.</p> <p>IF Hourly Rate Our legal costs are determined by an hourly charge rate. Our lawyers (and Migration Agents) record their time and each lawyer has an hourly charge rate which reflects that lawyer's skills and experience.</p> <p>We advise that our per hour charge out rates (excluding GST) are: Partners \$250, Solicitors \$250, Articled Clerks \$180 and Law Clerks \$150. Please note that you will be charged the hourly rate including GST. These rates are reviewed from time to time and may change. We will tell you of any changes as soon as practicable after a change occurs. Our fees include secretarial and word processing services.</p> <p>Estimated number of hours: Primary charge out rate in this case: \$ plus GST</p> <p>10% GST (Goods & Services Tax) Is payable on this transaction <input type="checkbox"/> / Is not payable on this transaction <input type="checkbox"/></p>	

	<p>Disbursements You must also pay us all necessary and proper disbursements. These will be incurred by this Law Practice on your behalf, but you must repay these at the conclusion of the matter or on demand by the Law Practice.</p> <p>We will charge you at cost for any expenses we incur on your behalf. These expenses may include, but not limited to, such things as government application fees, interpreting and translating fees, police check fees, company search fees, courier fees, long distance telephone call fees, photocopying fees, advice from barristers or experts, and travel expenses.</p> <p>We may ask you to pay such amounts as are required for expenses we expect to incur plus any GST that may be payable.</p> <p>We anticipate the following disbursements in your matter:</p> <p>Government application fees: \$ Interpreting and Translating fees: \$..... Courier fees: \$..... Police check fees: \$.....</p>
<p>Your Rights and Jurisdiction (s.3.4.9(1)(b), (l) &(m) LPA)</p>	<p>You have the right to negotiate a costs Agreement with us (see lump sum option above). The law of Victoria shall apply to legal costs in this matter. You have the right to sign a costs Agreement under a corresponding law or to advise us that you require the law of another jurisdiction to apply. You may request an itemised bill within thirty (30) days after receipt of a lump sum bill. We will tell you of any substantial changes affecting your matter.</p>
<p>Estimated Legal Costs (s.3.4.9(1)(c) & (d) LPA)</p>	<p>We estimate that our legal costs, which include legal fees, expenses and office services charges, for this work will be \$.....</p> <p>This estimate is made up of the following:</p> <p>Legal fees: \$..... Expenses, disbursements and office services charges: \$.....</p> <p>This estimate is not binding on us as the work required may change. It is required to be given to you by the LPA and is based on our understanding of the present circumstances. If this estimate or the scope of this work changes, we may need to revise this estimate.</p> <p>It is not reasonably practicable to estimate the total legal costs and a range of estimates of the total legal costs is between \$ and \$. The major variables that will affect the calculation of these costs are health and character issues that may arise during the application process and unforeseen complications in the general assessment and process of the application.</p>
<p>Our Accounts (s.3.4.9(1)(e) LPA)</p>	<p>We may ask you to pay an amount in advance to cover expenses or on account of our fees. We will send you an account at suitable breaks in the matter. Our account is payable when you receive it. The account will be a tax invoice and briefly describe the work we have done. If you require an itemised account, you must request this within thirty (30) days after you receive the account. An itemised account describes in more detail how our fee is made up.</p>
<p>Interest on Unpaid Accounts (s.3.4.9(1)(f) LPA)</p>	<p>If an account remains unpaid thirty (30) days after your receive it, we may charge you interest at the rate fixed under division 2 pf the <i>Penalty Interest Rate Act</i> 1983. If you do not pay our account this entitles us to exercise a common law right known as a solicitor's lien. The lien allows us to retain your documents until our account is paid.</p>
<p>Trust Money / Client Account</p>	<p>If we receive money on your behalf we will deposit the money into our client/trust account (hereafter referred to only as trust account). Should we receive money into our trust account on your behalf you may authorise us to withdraw from that money any sums owing for our legal costs and disbursements. We will give you written notice prior to withdrawing money from our trust account. You have the right to revoke your authority by giving seven (7) days notice in writing, but the Law Practice may still withdraw money held on your behalf for legal costs accrued up to the expiry of the notice period for costs accrued when ever billed. If we receive money to be paid to a third party we will forward that money to the third party unless you instruct us to do otherwise.</p>
<p>Payment Method</p>	<p>Deposit: \$..... payable on acceptance of this Agreement through signing or your conduct indicating your appointment of the Law Practice. Installment: \$..... payable on .../.../...or at stage. Balance: \$..... payable on .../.../...or at stage. Other:</p>

FURTHER TERMS AND CONDITIONS

1. Appointment of Law Practice

The Client hereby appoints the Law Practice 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 to be provided

The services to be provided under this Agreement may 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 of 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 Multicultural and Indigenous Affairs (the Department or DIMIA) 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 Law Practice'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 is made.

3. Law Practice's Warranties

The Law Practice warrants to the Client that:

- a. The Law Practice's Agents have sufficient depth of knowledge of the Migration Act, Migration Regulations and migration policies and procedures to be able to competently provide the agreed services.
- b. The Law Practice maintains an efficient file, accounting, and client record system and will apply that system to the services to be provided under this Agreement.
- c. The Law Practice or its Agents have no known conflict of interest in terms of Part 2 of the Code of Conduct.
- d. The Law Practice or its Agents 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. That the Law Practice maintains a separate client account to hold monies received on trust from the Client.

4. Law Practice's Conduct

The Law Practice 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 Law Practice will comply with all statutory and other deadlines provided it is within the Law Practice's reasonable power to do so. For the sake of clarification it would not be within a Law Practice'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 Law Practice shall be entitled to request payment in advance of a sum sufficient to cover the cost of the interpreter.
- g. To provide clear 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 fees payable under this Agreement.
- k. To provide the Client with a copy of the application on request.

- i. In accordance with clause 10.2 of the Code of Conduct, to return to the Client any documents belonging to the Client within 7 days of being requested by the Client to do so.
- m. To provide the Client with a progress report at suitable breaks in the matter (ss.3.4.9(1)(h) & 3.4.18 LPA).

5. Client's Conduct

The Client agrees:

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

6. Client's Acknowledgements

The Client acknowledges:

- a. The Law Practice has provided the Client with a copy of the **Information on the Regulation of the Migration Advice Profession** in accordance with Part 3 of the Code of Conduct.
- b. The Law Practice has informed the Client that he or she is entitled to receive copies of the application and any related documents. The Law Practice may charge a reasonable amount for any copies provided.
- c. The Law Practice has not represented to the Client that he or she can procure a particular decision from the Department of Immigration and Multicultural Affairs in this matter.
- d. The final decision on an application submitted to a Government processing office is beyond the control or influence of the Law Practice and that the Law Practice makes no claims whatsoever as to any special access to or influence on the decision-maker.
- e. The Law Practice shall not be liable for any loss arising from retrospective changes in the law affecting the Client's application.
- f. The Law Practice 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 the Department of Immigration and Multicultural Affairs.
- g. If this is a litigious matter that an order by a court for the payment of costs in favour of the Client will not necessarily cover the whole of the Client's legal costs.
- h. That the Client has rights under the LPA as outlined in this Agreement.
- i. That the Client may request a written progress report at any time (ss. 3.4.9(1)(h) & 3.4.18 LPA).

7. Client's Warranties

The Client warrants to the Law Practice:

- a. That all information provided to the Law Practice 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

This Agreement is subject to the following further terms and conditions:

a. Law Practice Under No Obligation

The Law Practice will be under no obligation to submit the Client's application to the Department of Immigration and Multicultural Affairs 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 Law Practice'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 Law Practice will be entitled to invoice the Client for the work in the agreed stages or blocks of work upon completion of the work in each stage or block. Subject to the requirements of the LPA, upon rendering such invoice the Law Practice may transfer funds from the trust account in payment thereof.

d. Disbursements

The agreed fee does not include disbursements that may be incurred by the Law Practice including Department of Immigration and Multicultural Affairs application fees. It is acknowledged and agreed that the cost of disbursements including but not limited to translations and certification of documents,

health checks, skills assessments, courier fees and English language assessment fees (where necessary) are not covered by the agreed fee and are the Client's responsibility. Subject to the requirements of the LPA, the Law Practice is entitled at any time to withdraw funds from the trust account to pay disbursements that are required to be paid to the Department of Immigration and Multicultural Affairs, or any other agency, on behalf of the Client.

e. Termination of Agreement/Engagement

This Agreement may be terminated on terms agreed by both parties. In the absence of such Agreement the Client may terminate the Agreement or engagement by written notice to the Law Practice at any time. The Law Practice may terminate the Agreement by written notice to the Client specifying just cause for such termination (refer clause 10.1 of the Code of Conduct). Circumstances may arise (such as a conflict of interest) which make it impossible for the Law Practice to continue to act for the Client. If this happens the Law Practice will contact the Client immediately. In the event of the Agreement being terminated in accordance with this clause the Client must pay to the Law Practice all proper disbursements and out of pocket expenses incurred by the Law Practice on behalf of the Client as well as legal costs (or a pro-rata proportion of the agreed professional fees based on the time devoted to the case) up to the time of termination. If the Client does not pay the Law Practice's account or fails to pay money in advance if it is requested, the Law Practice may stop work until paid. If the account continues to remain unpaid the Law Practice may cease to act for the Client.

If the Law Practice ceases to act for the Client:

1. The Law Practice will not incur any liability as a result.
2. The Law Practice will remove its name from the court record in any court proceedings.
3. The Client will receive a final account which will include all outstanding legal costs.
4. The Client must pay the Law Practice's legal costs up until the date when the Law Practice ceased to act.
5. The Law Practice retains the right to keep the Client's documents until the Law Practice is paid.

f. Confidentiality

The Law Practice will preserve the confidentiality of the Client and will not disclose or allow to be disclosed, confidential information about the Client or a Client's business without the Client's written consent, unless required by law.

g. Retention of documents

The Law Practice 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:

1. 7 years after the date of the last action on the file for the Client; or
2. When the documents are given to the Client or dealt with in accordance with the Client's written instructions.

h. Engagement of another lawyer

The Law Practice may need to engage on your behalf a barrister or other lawyer to provide specialist advice or services (s.3.4.10 LPA). This may be necessary if the matter involves litigation or an appeal. We will consult you about the terms of this engagement and provide you with a statement setting out the details of this person's fee before incurring the expense.

i. Resolution of Disputes

Mediation, Arbitration and other Dispute Resolution Processes

All disputes arising out of this Agreement shall first be the subject of discussion between the Law Practice 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 Law Practice and the Client. 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.

Legal Costs

If you have any concern about the Law Practice's legal costs or legal services, please do not hesitate to speak to Michael Thornton.

If the Law Practice cannot satisfactorily resolve the Client's concern with the Law Practice, the Client may:

- Seek a costs review by the Taxing Master under Division 7 of Part 3.4 of the LPA within 60 days after the bill is given to the Client or the Law Practice requests payment of costs or the Client pays the costs (whichever is earlier or earliest).
- The Client may seek a costs review outside the 60 day time limit. In these circumstances the Taxing Master will not deal with the review if the Law Practice can establish that to do so would, in all the circumstances, cause unfair prejudice to the Law Practice;
- Apply to VCAT to set aside this Agreement under section 3.4.32 of the LPA; or
- Make a complaint to the Legal Services Commissioner under chapter 4 of the LPA within 60 days after the legal costs were payable or, if an itemised bill was requested in respect of those costs, within 30 days after the request was complied with.

The Client may be able to make a complaint to the Legal Services Commissioner up to 4 months after the end of the period referred to. This is provided that the Client can satisfy the Commissioner that there was a reasonable cause for the delay in making the complaint, and legal proceedings have not been commenced for the recovery or review of the legal costs that are the subject of the complaint.

j. Acceptance of Terms, Conditions and Costs

If this Agreement is handed, emailed, posted or otherwise delivered to the Client and the Client does not sign the Agreement and return it to the Law Practice, the Client will nonetheless be taken to have accepted its terms and conditions if the Client does not notify the Law Practice within 7 days of any concern the Client may have or otherwise permits work by the Law Practice to be commenced or continued in relation to the subject matter of the Agreement.

Signed by the Client: Date: / /

Signed by the Law Practice: Date: / /