

1. DEFINITIONS

Australian Consultancy “AC”	means Australian Consultancy Ltd liab. Co
Australian Immigration and Trade Services “AITS”	means Australian Immigration and Trade Services Ltd liability Co.
“we”, “us” and “our”	means AC, the owner of the website; subsidiaries and affiliates of AC; and their employees, agents and independent contractors
“client” “you” and “your”	means the person (including a person as authorized representative of a company/entity) who uses our website and/or attends to payment for our service/s
“Agreement”	means the agreement entered into between AC and you setting forth the terms of service for your use of AC services
“ETA”	means Electronic Travel Authority
“ETA national”	means a citizen of Andorra, Austria, Belgium, Brunei, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong SAR, Iceland, Ireland, Italy, Japan, Liechtenstein, Luxembourg, Malaysia, Malta, Monaco, Netherlands, Norway, Portugal, San Marino, Singapore, South Korea, Spain, Sweden, Switzerland, Taiwan, United Kingdom (British Citizen), United Kingdom (British National Overseas),

United States of America, Vatican City

“Home Affairs”

means Department of Home Affairs / Department of Immigration and Border Protection (DIBP)

“OMARA”

means the Office of the Migration Agents Registration Authority

Code of Conduct

means the Code administered by OMARA to regulate the conduct of our registered migration agents. To view the Code of Conduct, [click here](#)

Consumer Guide

means Information on the Regulation of the Migration Advice Profession. To view the Consumer Guide, [click here](#)

“non ETA national”

means a citizen who is not an ETA national

“service/s”

means the service/s you request via payment of the standard service fee

“standard service”

means routine tasks to apply for a visa including review of information and documents provided by you in accordance with our service instructions posted on our website or provided by AC; preparation and lodgement of your complete visa application for assessment and decision by Home Affairs; monitor processing by Home Affairs and inform you of the result of the visa application

“standard service fee”

means the non-refundable monetary fee in Swiss Francs to provide our standard service. Our standard service fee includes the Home Affairs visa application charge; credit card surcharge; goods and services tax (MWSt) and a set fee to cover expenses for standard service including file establishment, file maintenance & retention, communication services (national telephones, emails), photocopying,

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scanning, printing. The standard service fees for each service is posted on our website or advised by AITS and must be paid in advance

“excluded service/s”

means tasks outside the scope of our standard service including, but not limited to

- collection of additional information/documents to demonstrate identity, family composition, education/work history, financial capacity, travel history, English language proficiency level, parental consent for minors, visa applicants aged 75 years or over, health/character/biometric assessment, genuine temporary entrant issues, and/or changes in relevant legislation/policy
- collection of satisfactory and consistent supporting documents
- notification of change of circumstances that may affect a visa application such as change of address, contact details, marital status, health or character, civil or criminal offences of you or members of your family unit, citizenship/s, employment status
- research of relevant legislation and policy
- engaging persons/agencies to perform services necessary for AC to provide excluded services (medical practitioner/s, panel physician, accountants, tax consultants, relevant Government authorities, other registered migration agents) to handle ancillary matters
- non routine processing or requests for additional information/documents by Home Affairs
- preparation of an alternative visa application if an ETA/visa is not approved by Home Affairs
- liaison with Home Affairs to request urgent

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assessment of a visa application

“additional service fee”

means a non-refundable monetary fee in Swiss Francs for excluded service/s. Our additional service fee is charged on a time spent basis at an hourly rate plus goods and services tax (MWSt) and sundry expenses reasonably and properly incurred on your behalf. The charge out rates reflect the seniority, expertise and experience of the persons involved as well as the time frame in which the work is to be carried out, the nature and complexity of the matter. You will be notified of an additional service fee as soon as we become aware of the likelihood of a change in cost occurring.

“sundry expenses”

means costs and expenses incurred by AC for the provision of excluded services including the engagement of persons/agencies to perform services necessary for AC to provide excluded services (medical practitioners, panel physicians, accountants, tax consultants, relevant Government authorities, other registered migration agents to handle ancillary matters in other localities); for health, character, biometric testing; English translation of supporting documents not in English; certification of supporting documents; and/or all other sundry expenses incurred by AC including but not limited to courier service/s to an overseas Home Affairs office; standard/registered postal services, dossier charge for communication services (telephones, emails), photocopying, scanning, printing, administration.

“visa applicant”

means an individual aged 18 or over who uses our website or AC service/s

“visa application”

means an application for one of AC services

“privacy policy”

means the way AC may use your personal information and documents provided by you. To view Privacy Policy, [click here](#)

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“website”

means: <https://www.australianconsultancy.com> or <https://www.aits.ch>

2. THE PARTY WITH WHOM YOU ARE CONTRACTING

Your Agreement is with Australian Consultancy Ltd liab. Co, Switzerland (“AC”). Your Agreement applies from the date you use our website and/or pay the standard service fee for AC service/s.

3. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS

Your use of our website or payment of the standard service fee for AC service/s will mean you accept these Terms of Service, which together with our Privacy Policy govern AC’s relationship with you. By using our website or paying the standard service fee, you are confirming that you understand and agree to these Terms of Service and have engaged the services of AC.

We may change these Terms of Service and any of our policies at any time. These changes will apply as soon as we post them on our website or inform you of the changes.

If you have a client agreement with AC or an affiliated company for personalized migration services, you are required to accept the terms and conditions of that agreement and pay the stipulated fees as in the agreement for the work specified.

4. SUPPLY OF SERVICE/S

Service instructions to apply for a visa are posted on our website or provided by AC. You are required to submit an online visa application via our nominated website or provide AC with completed visa application form/s, proof of payment of our standard service fee, and information/documents in accordance with the service instructions.

AC relies on information provided by you. AC will not independently verify the accuracy or completeness of information provided by you. Prior to submitting an online visa application or visa application form to AC, you should review all information provided and amend as required. Once your visa is finalized and you have provided incorrect information, it may be necessary to make a new visa application or inform Home Affairs of incorrect information for an additional service fee.

When your visa application is complete, we shall lodge your visa application for assessment and decision by Home Affairs. We shall contact you if your visa application is not complete and/or inform you if excluded services by AC are

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required and/or if an additional service fee applies. We shall monitor processing by Home Affairs and advise you of the decision by Home Affairs.

5. SERVICE FEE AND PAYMENT

You shall pay AC the standard service fee in advance for our service. Our standard service fee and Home Affairs visa application charges are subject to change without notice and are non-refundable irrespective of the outcome of your visa application. Changes to our standard service fee will apply as soon as we post them on our website or inform you of the changes.

You acknowledge that you are responsible for an additional service fee for excluded services and/or tasks outside the scope of our standard service. AC will give you written notice if required to provide tasks outside the scope of a standard service. AC will send an invoice to you for an additional service fee and sundry expenses either after completion of the work, or at other times when the work is in progress. Payment of the invoice must be made in accordance with the payment deadline stipulated in the invoice. Our additional service fee is non-refundable irrespective of the outcome of your visa application.

We accept payment by credit card for online ETA applications (only); cash or electronic transfer from your bank account. For credit card processing, we have engaged Stripe. Refer to <https://stripe.com/en-ch> for details of data collection policy, privacy policy and cookie policy.

6. RESPONSIBILITIES OF AC

- Act honestly and fairly in your best interests
- Treat you with respect and recognize that visa applicants have diversity, different cultures and values
- Our standard service fee and additional service fee (if applicable) are fair and reasonable, based on the complexity of work to be undertaken, and reflect our experience, knowledge and skills within the profession
- Act with due skill and diligence, responsibility, promptness and courtesy
- Maintain your confidentiality and privacy
- Avoid conflicts of interest, disclose any personal or professional interests or commissions
- Communicate effectively and promptly with you
- Follow any lawful instructions you provide, consistent with the scope of services and terms and conditions of this Agreement

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7. RESPONSIBILITIES OF THE CLIENT

- Provide us with full and clear information and documents
- Be honest and lawful in your dealings with us. It is an offence to provide false or misleading information, a bogus document or inaccurate personal identity information
- Be honest and lawful in your dealings with us. It is an offence to provide false or misleading information, a bogus document or inaccurate personal identity information
- Provide information and documents within the timeframes provided
- Understand our standard service fee and additional service fee and expenses associated with our service and pay these as required under this Agreement
- Ask us questions should you not understand what is required
- Keep us informed of any change in your circumstances such as your contact details and/or passport and/or physical location. We shall determine if the change is material to your visa application
- Bear the risk that changes in immigration law may cause an application to be refused
- Respond promptly to requests by us to provide further information or documents
- Understand that failure to provide documents as required is likely to lead to an application being refused
- Confirm that all information provided to us is, to the best of your knowledge and belief, true and current and that all documents supplied are genuine and authentic
- Understand that the provision of false information or documents is likely to lead to an application being refused.
- Acknowledge that any steps taken to sell property, leave employment, finalise any business or personal affairs, finalise your travel arrangements or take similar steps in anticipation of obtaining a visa are at your own risk
- Acknowledge that AC is the sole contact with Home Affairs and you will not contact Home Affairs without agreement from AC. If you contact Home Affairs without agreement from AC, AC has the right to terminate the contract or in the alternative, charge additional service fees for services required as a result of the breach

8. LIMITATIONS OF SERVICE

AC makes no representation that your visa application will be approved by Home Affairs. The power to grant or refuse a visa application vests solely in Home Affairs.

AC is able to advise you about immigration law at a particular point in time but are unable to predict future changes in the law that may affect visa applications after they have been lodged for assessment by Home Affairs. AC will not be liable for any loss arising from changes to immigration law affecting your visa application, which occurs after your visa application has been lodged for assessment by Home Affairs.

AC is under no obligation to provide any refund should the visa application be refused for reasons outside of AC's control.

AC is under no obligation to submit your visa application to Home Affairs or review your visa application until payment in full has been made for all fees due and payable at that stage.

AC makes no representations that your visa application will be assessed and finalised by Home Affairs to meet your proposed travel date to Australia. You should not make travel arrangements to Australia before your visa application is approved by Home Affairs. Processing times vary according to a range of factors including checking by external parties if required (health, character, national security); how promptly you submit additional information (if requested); Home Affairs workloads and available resources at Home Affairs. You should apply well in advance of your intended travel date.

9. TERM AND TERMINATION

This Agreement will continue in effect until we provide you with written notification of the visa decision by Home Affairs or until otherwise terminated under this Agreement whichever is the earlier.

We may terminate this Agreement by notice in writing if you fail to fulfil this Agreement, or if we are permitted or required by the OMARA [Code of Conduct](#) or by the ethics of the legal profession to cease to act or we believe that you have provided false or misleading information or at our discretion if you behave in such a way that renders us unable to provide the services or if a period of 3 months lapses during which you do not communicate with us. You agree to pay our standard service fee, additional service fee and/or expenses accrued (if any) prior to termination.

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You may terminate this contract by notice in writing if we breach any term of this Agreement and such breach is not remedied within 14 days of your written notice. You agree to pay our standard service fee, additional service fee and/or expenses accrued (if any) prior to termination.

This Agreement terminates on the death, bankruptcy, insolvency or legal disability of either you or us.

10. RETENTION OF DOCUMENTS

It is a requirement under the OMARA [Code of Conduct](#) to retain all information and documents provided by you and/or your visa application record for a period of 7 years, after which time destruction will commence. AC will provide a copy of your visa application record on request upon payment of reasonable expenses.

11. TITLE

You agree that any works, items, materials or information of whatever nature produced or developed by us or under our direction pursuant to or in the course of providing our service shall remain the sole and complete property of AC, whether such property is tangible or is in the nature of industrial and intellectual property rights (including copyright and rights of confidential information).

12. DISCLAIMERS AND LIMITATION OF LIABILITY

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

AC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE OPERATION OF OUR WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK. WE WILL NOT BE LIABLE FOR DISRUPTIONS TO OUR WEBSITE AND ARE NOT LIABLE TO YOU OR ANYONE ELSE IF INTERFERENCE WITH OR DAMAGE TO YOUR COMPUTER SYSTEMS OCCURS IN CONNECTION WITH USE OF OUR WEBSITE OR AN EXTERNAL SITE. YOU MUST TAKE YOUR OWN PRECAUTIONS TO ENSURE THAT WHATEVER YOU SELECT OR USE FROM OUR WEBSITE IS FREE OF VIRUSES OR ANYTHING ELSE THAT MAY INTERFERE WITH OR DAMAGE THE OPERATION OF YOUR COMPUTER SYSTEMS.

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AC MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. NEITHER AITS NOR ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, CONTENT PROVIDERS OR RELATED COMPANIES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DOCUMENT ADVISOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL AC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE COSTS OF THE SERVICE YOU HAVE PROCURED FROM AC.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

13. COPYRIGHT NOTICE

The material on our website is copyright. You may download, display, print and reproduce this material in unaltered form only for your personal, non-commercial use or use within your organisation. All rights are reserved.

14. FORCE MAJEURE

AC is not liable for any delay or failure to perform our obligations if such failure or delay is due to force majeure. We will notify you as soon as practicable of any anticipated delay due to force majeure. The performance of our obligations

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under this contract shall be suspended for the period of the delay due to force majeure.

15. SUB-CONTRACTS

AC may subcontract for the performance of this Agreement or any part of this Agreement.

16. THIRD-PARTY SERVICES/REFERRALS

AC may provide referrals, links or access to other sites and resources on the internet and/or third parties. AC has no control over such sites and resources and we are not responsible for and do not endorse such sites and resources. You acknowledge and agree that AC will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the service are between you and the third party, and you agree that AC is not liable for any loss or claim that you may have against any such third party.

AC may receive royalties, commissions, referral fees and/or marketing contributions from partners, advertisers, affiliates or third parties where we refer you to external websites.

17. OBLIGATIONS OF REGISTERED MIGRATION AGENTS

Under Australian law, a person providing immigration assistance in Australia must be registered with the Office of the Migration Agents Registration Authority (OMARA). We consult with Registered Migration Agent (MARN 0318572 & MARN 9791613) who work in accordance with the [Code of Conduct](#).

OMARA's [Consumer Guide](#) contains information about the migration advice profession and consumer protection.

You acknowledge that you have access to and the opportunity to read OMARA's [Consumer Guide](#) prior to paying the AC standard service fee and submitting your visa application to us.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties for the provision of services. Any prior arrangements, agreements, representations or undertakings are superseded. Any modification or alteration of any clause of this Agreement will not be valid except in writing signed by each party.

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19. GOVERNING LAW

This Agreement will be governed by and construed according to the law of Switzerland and the parties agree to submit to the jurisdiction of the courts and tribunals of Interlaken, Switzerland.

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