

Service Specific Terms and Conditions:

Immigration Services (Australia)

In addition to the Agreement, the following terms apply to any engagement for the provision of Immigration Services, as described below, in Australia.

Legal Services

Australian immigration services that are performed by an Australian legal practitioner **are** legal services (“**Legal Services**”) regulated by the Legal Profession Uniform Law (NSW) or a corresponding law (as defined in that law) (the “**Act**”). The Act and corresponding laws do not apply to non-legal services. We have outlined in the Agreement which Vialto staff members are Australian legal practitioners and which are not.

Non-Legal Services

Australian immigration services that are performed by a Registered Migration Agent or a tax practitioner are not Legal Services. The services of Registered Migration Agents are regulated by the Migration Act 1958 (Cth). By law Registered Migration Agents are required to abide by the professional standards as contained within the Code of Conduct for Registered Migration Agents (the “**Code**”). We are able to provide a copy of the Code to you on request or the Code may be accessed by you directly at the MARA Website <https://www.mara.gov.au/>. In addition, please find a link to the Consumer Guide available at the MARA website: <https://www.mara.gov.au/tools-for-agents-subsite/Files/code-of-conduct-march-2022.pdf>.

If you require services which are not included in the scope of services described above at the time of signing this Agreement, those additional services may be added through a written addendum to the Agreement.

I. Work to be performed

- coordinate to obtain necessary details to support the nomination and visa application (as appropriate);
- provide instructions advising of the documents required for the visa application (as appropriate);
- prepare and complete all standard required Department of Home Affairs forms for both the visa and nomination/sponsorship applications (where applicable);
- advise on the health and character checks to be obtained and provide instructions (where agreed);
- submission of the visa application and corresponding nomination/sponsorship application with the Department of Home Affairs;
- notify you of the decision on the visa application.

II. Excluded Services

Our Services do not include:

- Conducting labour market testing
- Sourcing market rate data
- Detailed advice and support in relation to the procurement of police clearances
- Procurement of Bridging B Visas or requests for work permission associated with bridging visas.
- Conducting right to work checks (e.g. VEVO).

¹ This and subsequent references to the Act extend to a corresponding law in a jurisdiction other than NSW, as the same may be amended from time to time.

- *Health waivers, character waivers, Freedom of Information (FOI) requests, movement records requests and assistance with other visa applications. We can assist with these issues but they are considered out of scope and fees are applicable.*
- *Matters arising after the approval of your sponsorship application in relation to ongoing sponsorship obligations including notifications to the Department of Home Affairs, responding to sponsorship monitoring requests received from the Department of Home Affairs or providing assistance to respond to a notice of intention sanction arising from an alleged breach of your sponsorship obligations or immigration laws. We can assist with these issues, but they are considered out of scope and fees are applicable.*
- *Requests for further information from the Department of Home Affairs in relation to your lodged application.*
- *Advice on the implications under Australian taxation or employment legislation.*
- *Legal services, unless provided by an Australian legal practitioner*

III. Communications Protocol

The privileged status of individual communications turns on facts and circumstances particular to each communication. Only communications and documents created for the dominant purpose of seeking or providing legal advice can attract legal professional privilege and loss of confidentiality may lead to a waiver (loss of privilege).

To facilitate delivery of the Legal Services you appoint the non-legal practitioners who assist in the provision of the Legal Services as your agents for the purpose of communications to and from the Legal Services team. This includes giving instructions to and receiving legal advice and services from the Australian legal practitioners.

We will communicate with you regarding our Legal Services and provide our legal advice separately from communications and advice regarding any non-legal matters.

In providing the Services we may communicate directly with your employees in order to obtain information to perform the Services for you, to obtain their signature for approval of applications to be lodged in their name and to keep the employee informed of the status of their visa application. However, we provide the Services solely for your benefit and we have no responsibility or liability to the employee or any member of their family.

IV. Your Rights

You have the right to:

- *negotiate a costs agreement with us*
- *negotiate our billing method with us*
- *receive a bill of costs from us*
- *request an itemised bill of costs after you receive a lump sum bill from us (if Victorian or NSW law applies, within 30 days after you receive the lump sum bill)*
- *request written reports about the progress of your matter and the costs incurred in your matter*
- *apply for costs to be assessed within 12 months if you are unhappy with our costs*
- *be notified of any significant change to the basis on which our legal costs will be calculated, or to the estimate of our total legal costs, or to your rights in respect of our costs*
- *seek assistance of the designated local regulatory authority (Legal Services Commissioner) in the event of a dispute about our costs*
- *and, in some States:*
 - *apply for the costs agreement to be set aside*

- *accept or reject any offer we make for an interstate costs law to apply to your matter*
- *notify us that you require an interstate costs law to apply to your matter*
- *make a complaint to the Legal Practice Board in relation to our costs*

For more information about your rights, please read the fact sheet titled Legal Costs – your right to know. You can ask us for a copy or obtain it from your local law society (or download it from their website).

You agree that we don't need to disclose the information above to you again if you ask us to provide other legal services within the next 12 months.

V. Intention to provide "informed consent" in the future

Subject to us obtaining your informed consent to provide services to other clients where required, our engagement with you does not prevent us providing services (including legal services) to other clients, including in relation to a matter or transaction. However, we will not disclose your confidential information to such other clients or use it for their benefit.

Under laws, regulations and professional practice rules which apply to the provision of Legal Services we may not provide services to another party where this may result in a conflict with our duties to you (as a legal client), unless we obtain your informed consent to do so. If we propose to be engaged to provide Legal Services to another party where we consider that engagement may result in such a conflict (noting that this may potentially be another party involved in this matter or transaction), we will notify you of the proposed further engagement and seek your consent to it, provided that such consent is not unreasonably withheld. Accordingly, you agree that you currently intend to provide such consent if it is requested.

It is possible in such circumstances that we may give advice to one of our clients which is contrary to the interests of another and circumstances may ultimately arise where our professional duties require us to cease acting for one or all parties.

VI. Termination

We will complete our Legal Services for you unless:

- *you agree to terminate this Agreement;*
- *we terminate this Agreement for just cause and give you reasonable notice. Examples of 'just cause' are your failure to pay our bills, provide adequate instructions or accept our advice or a conflict of interest.*

VII. Relationship

For Legal Services only, clause "Independent Contractor" in our Agreement applies as if the word 'fiduciary' were deleted.

We will not perform Legal Services for other clients where this would be inconsistent with our obligations to you in connection with our Legal Services.