

## **Immigration Compliance and Consulting Services (Australia)**

1. The following additional terms apply to Australian immigration services:

### **A. Scope of Services**

Vialto will provide immigration compliance services (the “**Immigration Services**”) to You where You are or may be working outside of Your home jurisdiction. The Immigration Services are those set out in the Agreement or Immigration service plan provided to You as part of this Agreement.

### **B. Consumer Guide**

Vialto will provide a copy of the Consumer Guide to You, which will form part of this Agreement and which is also available here: [https://www.mara.gov.au/get-help-visa-subsite/Files/consumer\\_guide\\_english.pdf](https://www.mara.gov.au/get-help-visa-subsite/Files/consumer_guide_english.pdf).

### **C. Vialto Responsibilities**

Vialto will carry out the Immigration Services based on information provided to us by You.

The completion of immigrant and non-immigrant applications and forms often involves matters of interpretation and judgment. We will review with You any potentially contentious filing positions that may arise during the preparation process. We will provide our views based upon the immigration legislation as it reads at the time we provide our advice, the regulations issued thereunder, and the known administrative practices of the applicable immigration authorities, according to our experience. Vialto is not responsible for any changes to immigration laws or regulations that may occur after the application has been prepared and cannot be held responsible for any negative impact a regulatory change may have on any application.

In certain circumstances, it may also be recommended to utilize our consulting or advisory services to ensure the greatest chance of success of any relevant applications. Some immigration applications require You to submit the application directly to immigration authorities at a visa post, application/service center, or port-of-entry. While we will provide detailed instructions and guidance with respect to the application submission and process in such instances, the responsibility for filing rests with You.

It is acknowledged that we will not be in a position to prepare any immigrant or non-immigrant applications or requests for You or Your family members who do not provide the requested information necessary to complete the application. Further, Vialto will not be held liable or responsible for actions taken by You against our recommendations, including travel or work where You have not received the appropriate documentation or application paperwork for the same.

### **D. Your Responsibilities**

For the purposes of this Agreement, Vialto will write to and accept instructions only from You in writing.

With respect to our Immigration Services, You agree to the following:

- providing timely responses to any queries raised by us including any requests for information or documentation
- advising us at the earliest opportunity if applications are urgent
- providing truthful, accurate and complete information and documentation
- notifying us of any details or changes to information previously provided, which may be material to the application or Immigration Services to be provided by Vialto. Such examples of information may include, but not be limited to: employee work history, location; criminal history, adverse immigration decisions, etc.

#### **E. Fees**

*You agree to pay the Fees contained in the Agreement.*

*Many factors outside our control may impact the estimate of fees and costs (if any) we have given You. We will keep You informed if the estimate is likely to change. We may increase the hourly rates terms (with prospective effect) by written notice to You. If You do not agree to the increased hourly rates, You may terminate this agreement by giving us written notice.*

*It may be necessary to incur other costs (payable to third parties) in the performance of the work we do for You e.g. searches, registration fees etc. We will seek Your express authority before incurring any cost which is not normally incurred in the performance of work similar to the work we are doing for You.*

#### **F. Refunds**

*Vialto will ensure sufficient funds are available to cover any refunds that become payable under this Agreement. Any refunds payable under this Agreement will be paid promptly and, in any case, no later than 14 days after they become payable.*

#### **G. Variation**

*Any variation of this Agreement must be agreed in writing by both parties.*

#### **H. Document Retention**

*Vialto will retain copies of materials relevant to the Services, including any materials given to us by You or on Your behalf, for such period as we determine to be appropriate and prudent with professional standards or legal requirements. All documents relating to Your file may be stored electronically. Relevant documents will be made available to You either electronically or in hard copy where requested.*