

General Terms of Business – Migration Planning Session

1 Billing Arrangements

You will be issued a client copy transaction record for card payments and a tax invoice upon completion of the Migration Planning Session.

2 Acceptance of Offer

You accept the provision of the Migration Planning Session by proceeding with the session. Upon acceptance you agree to pay for our services on these terms.

3 Code of Procedure

We will be dealing with you in the following manner during our Migration Planning Session.

- (a) Our immigration lawyers and migration agents will identify relevant issues and assist in curating several pathways for your selection during your Migration Planning Session (MPS). We will communicate clearly to you factors relevant to:
 - choosing between available options, and
 - course of action, and
 - consequences of each options including procedural requirements, costs, timeframes and the dynamic nature of the immigration law.
- (b) **Response Time After MPS:** If you make an enquiry by email/phone/sms after your MPS, it is our policy to endeavor to respond within 24 hours (on business days). As our office is closed on weekends, we will revert on the following business day.
- (c) **Book Another Session:** If you'd like to schedule another session with our immigration lawyers and migration agents you can visit our website [HERE](#).
- (d) **Cancellation:** We may cancel your Migration Planning Session if no payment directions are received prior to the scheduled time.

4 Interest Charges

Interest at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 ("Uniform General Rules") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you.

5 Recovery of Costs

The *Legal Profession Uniform Law (NSW)* ("the Uniform Law") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Uniform Law) has been given to you.

6 Your Rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) negotiate the method of billing (e.g. task based or time based);
- (c) receive a written bill for work done;
- (d) request an itemized bill; and
- (e) contact your local regulatory authority

If you request an itemised bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:

- (a) when the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill, and
- (b) the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.
- (c) Nothing in these terms affects your rights under the Australian Consumer Law.

You will be informed as soon as practicable if there are any significant changes to the legal costs that will be payable by you.

7 Your Rights in relation to a Dispute

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. An application for assessment must be made within 12 months after the final bill in this matter was provided or request for payment made or after the costs were paid.

If a dispute arises—out of or relating to this agreement, or the breach, termination, validity, or subject matter thereof, or as to any related claim in restitution or at law, in equity or pursuant to any statute—you agree to:

- (c) discuss the dispute with the aim of reaching an agreement that is acceptable to both sides with the Solicitor Director, before proceeding with the steps listed from 6(d) to 6(h) or raise a complaint with OMARA.
- (d) If you request an opportunity to discuss the dispute, you should attempt to reach an agreement within 21 days of that request (or a longer period if agreed)
- (e) If you and the Agent cannot reach an agreement within 21 days, you agree to refer the dispute to the Australian Disputes Centre (ADC) for final settlement by a single arbitrator appointed in accordance with the Rules of the ADC, or by another dispute resolution process suggested by ADC and accepted by you and the Agent. It is expected that any fees payable to ADC or to the person appointed by ADC will be paid by you.
- (f) If you or the Agent have been unable to resolve their dispute through ADC, either party may commence Court proceedings but not before the expiry of 28 days from the date of referral to ADC.
- (g) You may vary the procedure set out in this clause if you can establish that Department of Home Affairs may require you to depart Australia.
- (h) You acknowledge and understand that any requests for refund will be considered as a dispute under this clause and you agree to dispute resolution process.

8 Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours:

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid; and
- (b) our lien will continue notwithstanding that we cease to act for you.

9 Privacy

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties. All conferences and correspondences between you and the Agent (including all persons expressly authorized by you) are recorded. You may at any time request the recording to cease.

We are required to collect the full name and address of our clients by Rule 93 of the Uniform General Rules. Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of Rule 47 of the Uniform General Rules and to comply with our duty to the courts.

Your personal information will only be used for the purposes for which it is collected or in accordance with the *Privacy Act 1988* (Cth). For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances.

If you do not provide us with the full name and address information required by law we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading.

Depending on the nature of your matter the types of bodies to whom we may disclose your personal information include the courts, the other party or parties to litigation, experts and barristers, the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of Lands, the Registrar General, Department of Home Affairs, and third parties involved in the completion or processing of a transaction.

We do not disclose your information overseas unless your instructions involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal information to overseas recipients associated with that matter in order to carry out your instructions.

We manage and protect your personal information in accordance with our [privacy policy](#) [which can be found on our firm's [website](#) or a copy of which we shall provide at your request]. Our privacy policy contains information about how you can access and correct the personal information we hold about you and how you can raise any concerns about our personal information handling practices. For more information, please contact us in writing.

10 Translator/Interpreter

Upon signing of this Agreement, you acknowledge that we have advised you to obtain a [qualified translator/interpreter](#) for the translation of documents and interpretation of communication throughout the course of our engagement. You will not hold us liable for any unofficial verbal or written translation provided.

11 Electronic Communication

We are able to send and receive documents and communicate or correspond with you electronically. Information transmitted electronically cannot be guaranteed to be private or free of viruses or errors and consequently such information could arrive late or be intercepted, corrupted, lost, destroyed or incomplete or otherwise be adversely affected or unsafe to use. We will not be liable to you in respect of any error or omission, loss of confidentiality, and/or any claim you may have arising from or in connection with the electronic communication of information to you, including as a result of any unauthorised copying, recording, reading or interference with that document for any delay or non-delivery of any document and for any damage caused to your system or any files. If you do not accept these risks, you must promptly notify us in writing that you do not want us to communicate electronically with you. Please read our [legal notice](#)

12 GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these charges.

13 Governing Law

The law of New South Wales governs these terms and legal costs in relation to any matter upon which we are instructed to act.

14 Liability

To the maximum extent permitted by law, the aggregate liability of the legal (including related entities) for any losses arising directly or indirectly out of, or in connection with, the services (including the use by you or any other person of any deliverable under this agreement) is capped at the value of the fees that become payable under this agreement (the Liability Cap). Our

liability is limited by a scheme approved under Professional Standards Legislation. All legal practitioners employed by the Agape Henry Crux are members of the scheme. Under the scheme, our maximum aggregate liability for any losses arising in relation to this Agreement is capped at A\$1,500,000. Our coverage by the scheme does not derogate from our limitation of liability. If, under any applicable Professional Standards Legislation, the maximum liability of the legal practitioner and/or Agape Henry Crux for Losses arising from this Agreement would be:

- (a) a higher amount than the Liability Cap, then, to the maximum extent permitted by law, the Liability Cap will apply in place of the maximum that would otherwise apply under that Professional Standards Legislation; or
- (b) a lower amount than the Liability Cap, then the Liability Cap will be deemed to be equal to the maximum liability of the legal practitioner and/or Agape Henry Crux under that Professional Standards Legislation.