

Draft Agreement for Immigration Advice Services

[MUNISH SEKHRI – LIA # 201201186]

AGREEMENT made between:

1. PARTIES

- 1.1. MUNISH SEKHRI – Fully Licensed Immigration Adviser No. 201201186.
(‘the Licensed Adviser(s)’, ‘We’, ‘Ourselves’, ‘Us’, ‘Our’)
This record of licensing can be verified online at www.iaa.govt.nz.
- 1.2. ‘You’, (‘the Client’, ‘the Client(s)’, ‘Yourself’, ‘Your’)

Client Name(s):	<i>Your name and that of your family members included in your immigration matter</i>
Passport No(s):	<i>Passport Nos of all the people mentioned above</i>
Address for Service:	<i>An address where important documents / notices can be safely sent to you</i>
Phone(s):	<i>List all numbers where we can reach you during the days and in the evenings</i>
Email Address(es):	<i>This will be primary mode of contact for all our services and your immigration matters.</i>

2. WRITTEN AUTHORITY TO ACT

- 2.1. You, the client, by entering into this agreement, hereby authorise Us to act on your behalf with all the relevant authorities that be for the purpose of carrying out the services as described in this agreement, for which Our services have been retained by you.

WE AND YOU AGREE:

DRAFT AGREEMENT

3. Our services

- 3.1. As part of Our practice We will provide You the summary of Licensed Immigration Advisers’ **Professional Responsibilities** as per the current **Code of Conduct** and explain this document to You. Also, you will receive a copy of the **adviser’s internal complaints procedure**. You acknowledge that you have received and understood these documents.
- 3.2. We will prepare and compile all information required for Your immigration matter, as described in **Schedule A**, however, INZ may issue an alternative/suitable visa, at its own discretion.
- 3.3. As part of this process, We will review all information and documents provided by You; and provide You with advice pertaining to New Zealand immigration law and instructions in relation to this matter, including advice as to Your options and the best way to proceed with the processing of your application.
- 3.4. We estimate that your immigration matter will involve various stages and timeframes as explained on our website at <https://www.sekhri.co.nz/timeframes> or as specified in **Schedule A**.
- 3.5. We will confirm to You in writing when Your application, request, claim, and/or appeal has been submitted to Immigration New Zealand, and provide You with ongoing timely updates every 4 weeks.
- 3.6. We will also confirm any material discussions with You in writing, and advise You if Our business contact details change at any time.

4. Our Fee(s)

- 4.1. You have agreed to and you will pay fee towards Professional Charges as mentioned in **Schedule A & the Performa Invoice** for Our services described at **3.4**.
- 4.2. Our fee noted above is a set fee that covers all work of a standard nature involved in delivering the services described in this agreement. In setting this fee, We have taken into account the expected amount of work involved and Our standard hourly rate. If INZ issues a letter of concern (PPI), it may need additional work and the fee will be quoted after estimating the quantum of work required at our end.
- 4.3. If any extra work is required involving additional fees, We will advise You of the reasons why and obtain Your written approval, before doing that extra work.

5. Disbursement(s)

- 5.1. Disbursements are not part of Our fee(s). They are payments made to others directly by you or expenses incurred by Us on Your behalf. An indicative list of such disbursements is mentioned below.
- 5.2. The INZ visa application fee which You are responsible for paying to INZ directly by bank draft or other acceptable sources as per the amount and beneficiary mentioned on INZ and/or T.T. Services (VAC) website, which may be revised from time to time. Please refer to our checklist for the applicable amounts. If you want us to make these payments on your behalf, you will be required to pay the relevant amount in advance along with the relevant bank charges if any.
- 5.3. The fees including but not limited to Medical Fee, Fee for Police Clearance Certificates and any other fee payable for procurement of any documentation and/or meeting the requirements of the application is solely Your responsibility and You must pay any such fee directly to the concerned authorities/individuals, etc..
- 5.4. You will provide us with translated, notarised copies of Your documents as per the acceptable format mentioned on the document checklist provided by our office and You will directly pay for all such expenses. If we make these disbursements on your behalf, then the clause 5.5 below becomes applicable.
- 5.5. You will pay the disbursement(s) as mentioned in **Schedule A**, in relation to Our services and your immigration matter described in this agreement.
- 5.6. If there are any additional disbursements, We will advise You of these and obtain Your written approval, before incurring these costs.

6. Payment terms and conditions

- 6.1. You will pay Our fees and the disbursements identified in this agreement on the terms and as per the milestones mentioned in **Schedule A**:

7. Invoicing

- 7.1. We will invoice you when fees and or disbursements become payable in accordance with the terms of this agreement. The invoices are due immediately on presentation, failing which an interest may be charged till the payment is received by Us. An independent collection agency may be hired to recover the unpaid charges. Late payment Interest Rate is mentioned in **Schedule A**.

7.2. Any additional fees or disbursements for which We have obtained Your written approval will be payable by You as soon as We issue an invoice for them.

8. Your obligations to Us

8.1. You confirm that:

8.1.1. You will inform Us of any relevant matters regarding your immigration status and history.

8.1.2. You will promptly provide Us with all the information and documents We need in order to complete Our services for You, and that all such documents and information will be valid, accurate, complete and truthful.

8.1.3. You will inform Us of any relevant changes in Your circumstances that could affect the outcome or delivery of the service(s) You have engaged Us to perform.

9. No guarantee of outcome

9.1. **We are unable to guarantee the outcome of Your application.**

9.2. We will however, undertake to use Our professional skills for Your benefit to the best of Our ability at all times.

10. Refund policy

10.1. We will undertake a fair and reasonable assessment regarding whether You will be eligible for a refund of any fees paid by You on the termination of this agreement for any reason.

10.2. However if we have done our substantial work and You decide to terminate the agreement on your own, the installments paid or due to us before the decision on the application will be considered as non-refundable or a minimum non-refundable amount as mentioned in **Schedule A**.

10.3. We cannot and will not however, refund any fees or disbursements that have already been paid to third parties on Your behalf, including but not limited to INZ Visa Fee, etc.

10.4. No refund is payable if You have breached in any way, Your obligations to Us, or to Immigration New Zealand and other relevant authorities that be.

10.5. If We must stop work on Your immigration matter for reasons which You could not have reasonably been aware of, We will undertake a fair and reasonable assessment regarding whether You will be eligible for a refund of any fees paid by You.

11. Disclosure of financial and non-financial interests

11.1. We accept commissions from most of the education providers, where we have a valid agreement or recruitment with them and where we are applying for a student visa on your behalf. These commission amounts can range between 7% to 35% of your 1st year's tuition fee and sometime we may get commission on your 2nd year's tuition fee as well.

Our suggestions to you about the courses and colleges are not influenced by the amount of commission that we may receive from them for your recruitment. We shall only suggest you the courses that are in your best interest, keeping in mind your visa / immigration matter and your long term plans.

We do not accept commissions or brokerage fees for any goods or services, any visas types / immigration matters (other than student visa applications) supplied by Us, or for referrals to suppliers of other goods or services We may make to You. We will advise You in writing as soon as practicable if this changes.

12. Conflicts of interest

12.1. Unless You specifically agree in writing, We cannot represent You if:

- 12.1.1. You have potentially conflicting interests with another client of Ours;
- 12.1.2. We have a potential conflict of interest with You.

13. Complaints procedure

13.1. If You have a complaint about Our services, please click on the link and refer to Our **Internal Complaints Procedures**, which set out how you can make a complaint to Us, and the process by which we will respond.

13.2. Your complaint must be made in writing and specify the ground or grounds that form the basis of Your complaint against Us. Refer to the link above for more details.

13.3. You can complain if You feel that We have demonstrated negligence, incompetence, incapacity, dishonest and misleading behaviour, or have breached the *Licensed Immigration Advisers Code of Conduct*. These terms are further described in the Complaint Form which is available, together with other information on the complaints process, on the Immigration Advisers Authority website, at www.iaa.govt.nz.

14. Termination of agreement

14.1. You are free to terminate this agreement at any time.

14.2. We will not terminate Our services to You unless there is good cause for Us to do so. Good cause includes where:

- 14.2.1. You breach any of Your obligations to Us; or
- 14.2.2. You fail to pay any payment due for a period of 30 days or more; or
- 14.2.3. We are unable to carry out Our services because of a change in immigration law or instructions.

14.3. If Our services to You are terminated, whether on Your instructions or by Our actions, We will confirm this to You in writing.

14.4. If for any reason We cannot continue to act as Your representative, We will take reasonable steps to ensure that Your interests are represented.

14.5. If either You or We terminate this agreement under this clause, We will be entitled to be paid a fair and reasonable fee for the work done by Us up till then.

15. Confidentiality

- 15.1. We will treat any personal information You give Us as confidential, and keep and maintain such information in accordance with the provisions of the Privacy Act 1993.
- 15.2. We will not disclose Your personal information without Your prior consent, unless such disclosure is required for:
- 15.2.1. the purposes of the administration of the Immigration Advisers Licensing Act 2007;
 - 15.2.2. the purposes of lodging a complaint to IAA about any unlicensed advice you have received prior to retaining our services;
 - 15.2.3. the promotion of Your interests to Immigration New Zealand; or
 - 15.2.4. the purposes where law requires Us to.
- 15.3. Your personal information will be retained for a period of seven years, and will be made available to the Immigration Advisers Authority if requested.
- 15.4. You have the right to have access to, and have corrected, any of Your personal information held by Us.

16. Independent legal advice

- 16.1. You have the right to seek Your own legal advice about this agreement.
- 16.2. If You would like to obtain Your own legal advice, please do so before You sign the agreement.

17. Changes to terms of agreement

- 17.1. Any changes to the terms of this agreement will be recorded by Us, either as amendment to this agreement which will be initialled by You and Us, or as a separate document which will be signed by You and Us and read in conjunction with this agreement.

18. Signatures and acknowledgements

- 18.1. In signing this agreement, You acknowledge that:
- 18.1.1. You have read the terms set out in this agreement, and you agree to them.
 - 18.1.2. You have received a copy of the **Internal Complaints Procedure** from our office or our website and have accessed the summary of *Licensed Immigration Advisers Professional Standards* from <http://www.iaa.govt.nz/professional-standards.pdf>
 - 18.1.3. We have explained Our approach to client care, including Your right to make a complaint if You are unhappy with any aspect of Our services, and You understand this.
 - 18.1.4. You have the right to take Your own legal advice about this agreement before You sign it, and have either done so or do not wish to do so.

SIGNED & DATED BY :
[MAIN APPLICANT]

SIGNED & DATED for and on behalf of
MUNISH SEKHRI, (License No. 201201186)