

Terms & Conditions

For immigration assistance service agreements • Version 1.0 • 3 September 2026

RELATIONSHIP TO SERVICE AGREEMENT

These Terms & Conditions form part of each Visascape Service Agreement that identifies this version and date. Read them together with the signed short-form agreement and its matter-specific scope, fees and disbursements.

1. Professional services

Visascape will act professionally, competently, diligently, ethically, honestly and with integrity. It will take reasonable steps to understand the matter and verify identity, advise based on disclosed facts and current law, complete the agreed work, keep clients reasonably informed, notify lodgement and provide copies, and promptly advise material developments. Non-agent staff may perform supervised administrative work; immigration assistance will be given only by a registered migration agent or a person legally permitted to do so.

Services outside the signed scope are not included. Visascape may recommend independent legal, tax, employment, education, financial or specialist advice.

2. No guarantee and changes

Visascape cannot guarantee eligibility, processing time or outcome. Government charges, law, policy, evidentiary requirements, occupation lists, quotas, priorities and practices may change without notice. Advice is current when given. If a material change affects scope, cost or prospects, Visascape will explain it and use the variation process before charging for additional work.

3. Client responsibilities

Each client must:

- provide complete, accurate and honest information and genuine documents, including adverse information;
- review and approve forms, applications and submissions only when correct;
- promptly report changes to contact details, passport, address, family, relationship, health, character, employment, study, travel, visa status or other material circumstances;
- meet requested dates, allow adequate review time and pay agreed fees and disbursements when due; and
- monitor email and government communications and keep copies of important documents.

ACCURACY AND DISCLOSURE

Visascape cannot lodge information or documents it knows or reasonably suspects are false or misleading without taking the steps required by law. If an earlier statement or document is false or misleading, or information was concealed, Visascape may be unable to continue unless the client agrees to correct it and takes all reasonable steps to do so.

4. Communications, interpreters and technology

Email and the nominated portal are the usual communication methods. Clients consent to electronic delivery, electronic signatures and secure cloud storage. Electronic communications carry unavoidable security risks. Clients must verify bank details by a known telephone number before paying; Visascape will not notify a change of bank details by email alone.

If requested, Visascope will arrange access to an appropriately qualified interpreter. The client pays only interpreter costs disclosed and agreed under the Service Agreement or a compliant variation. A client should immediately say if they do not understand advice or these documents.

5. Confidentiality and privacy

Visascope will keep personal information confidential except where disclosure is authorised, reasonably required to perform the agreement, or required or permitted by law. For the agreed services, clients authorise disclosure to relevant government and review bodies, assessing authorities, police and health providers, translators, interpreters, experts, technology and document-management providers, payment processors and persons identified in the signed scope. Visascope may verify documents and information with issuing bodies or relevant third parties.

In a joint matter, material information may be shared among joint clients. A request to withhold material information may create a conflict requiring Visascope to cease acting.

6. Multiple clients, payers and employer-sponsored matters

Every person receiving immigration assistance must be named as a client. A payer does not become a client merely by paying and cannot control advice or receive confidential information without authority. Employers and visa applicants may have different interests and may require separate agreements, files or advisers. If instructions conflict or an unmanageable conflict develops, Visascope may need to cease acting for one or all clients.

7. Conflicts of interest

Clients must disclose circumstances that may create a conflict. If a potential conflict can lawfully be managed, Visascope will give the written disclosure required by the Code, including relevant benefits or pecuniary interests, and obtain written informed consent before continuing. An actual conflict that could compromise objectivity, trust or confidentiality cannot be waived.

8. Fees, disbursements and payment

8.1 Professional fees

Fees are those stated in the signed Service Agreement or a compliant written variation and must be fair and reasonable. Fixed fees are earned progressively as the allocated work is completed; an instalment date does not alone determine what is earned. Hourly fees use the agreed rate and reasonable time estimate. Time beyond the latest estimate will not be charged unless exceptional circumstances arise, make the work impracticable within the estimate, and the clients receive and accept the updated written estimate required by the Code.

8.2 Disbursements

Visascope will not unreasonably incur disbursements, add a mark-up or charge above the actual amount when known, or otherwise above a reasonable estimate. If a disclosed amount will be exceeded or an unforeseen cost arises, Visascope will give written details and reasons and obtain the written agreement required by the Code. Any excess received will be refunded.

8.3 Client money, invoices and receipts

Money received for future work or disbursements is client money and is paid into Visascope's designated client account, which contains only client money. It may be applied only for purposes permitted by the Code and the agreement, including earned fees after work is performed and properly invoiced, authorised disbursements, or an authorised refund or transfer. Before charging a fee or disbursement, Visascope will issue an itemised invoice; after payment, it will issue a receipt. A statement of services will be provided within the period required by law.

8.4 Non-payment

Visascape may pause work for overdue amounts after reasonable notice, where professionally permissible. It may decline work requested too late to complete competently. Government bodies may refuse to accept or progress an application without their charges. Interest is charged only if the signed Service Agreement specifies the rate and calculation method.

9. Refund policy

The refund policy is fair and reasonable. If services end early, Visascape will calculate fees earned for work actually performed and authorised disbursements incurred or irreversibly committed. For fixed fees, completed milestone allocations apply; a partly completed milestone is charged only in the reasonable proportion completed, supported by the file, and never above its allocation. For hourly matters, recorded time at the agreed rate applies, subject to the estimate and Code.

Unused client money, unearned fees and excess disbursements will be refunded promptly and no later than 14 days after becoming payable. No refund is due for work properly completed or third-party costs already paid or irreversibly committed. A refusal, delay, change of mind or change in law does not automatically create a refund, but unearned and unused amounts remain refundable. Third-party refunds are subject to the provider's rules and will be remitted promptly after receipt. Nothing limits rights under the Australian Consumer Law.

10. Variations

Before varying the agreement, Visascape will give each client written notice of the proposed variation, its reasons and any updated fee information required by the Code. A variation takes effect only with the written agreement required by the Code. Unless the signed agreement expressly and lawfully provides otherwise, every affected client must agree.

11. Suspension and termination

11.1 By the client

A client may terminate at any time by written notice. Earned fees and authorised disbursements remain payable, subject to the refund policy.

11.2 By Visascape

Visascape may terminate on reasonable written notice where professionally permissible, including failure to provide timely instructions, documents or payment; false or misleading information; refusal to correct a material issue; unlawful or unethical instructions; serious breach; conflict; futility; or breakdown of trust. Visascape will take reasonable steps concerning known imminent deadlines, consistently with its duties and the circumstances.

11.3 Termination process

The notice will identify the effective date, completed and remaining work, relevant deadlines, pending matters, file arrangements and, where client money is held, amounts received, paid and remaining and the proposed refund absent instructions. Visascape will notify the Department or review authority within 14 days where required and take reasonable steps to forward correspondence during the applicable post-termination period.

12. Client files and documents

Visascape maintains a secure electronic client file. On completion or termination it will close the file, return original client documents, and retain the file for at least seven years after the last action, unless law requires longer. It may then be securely destroyed. On written request, documents to which a client is entitled will be returned within 14 days. They will not be withheld merely because fees are unpaid, except where a lawful lien is available and validly exercised.

13. Complaints and disputes

A concern should first be sent to Visascape using the contact details in the signed agreement. Visascape will acknowledge it promptly, review the file and aim to respond substantively within 14 days or explain any reasonable delay. Complaining will not disadvantage the client.

A client may also complain to the Office of the Migration Agents Registration Authority (OMARA). The Consumer guide explains the process and is available at www.mara.gov.au. Other rights may exist through consumer bodies, courts or tribunals. Independent advice may be appropriate.

14. General

14.1 Priority and entire agreement

The signed short-form agreement and these Terms & Conditions form the agreement for the stated services. A specifically completed short-form term prevails over these standard terms if inconsistent, but nothing authorises conduct contrary to law or the Code.

14.2 Severability and waiver

An invalid or unenforceable term is read down or severed to the minimum extent necessary without affecting the remainder. Delay in exercising a right is not a waiver.

14.3 Governing law and counterparts

The agreement is governed by New South Wales and Commonwealth law. The parties submit to the non-exclusive jurisdiction of competent courts and tribunals. Electronic signatures and counterparts are permitted; together they form one agreement.

DOCUMENT CONTROL

Version 1.0 • Issued 3 September 2026. Retain this document with the signed Service Agreement. If Visascape updates these Terms & Conditions, the new version does not vary an existing agreement unless the Code-compliant variation process is followed.