



*Australian Immigration
and Trade Services
Ltd Liability Co.*

TERMS OF SERVICE

1. DEFINITIONS

AITS	means Australian Immigration and Trade Services Limited liability Co
"we", "us" and "our"	means AITS; subsidiaries and affiliates of AITS; and their employees, agents and independent contractors;
"you" and "your"	means the visa applicant or potential visa applicant;
"ETA"	means Electronic Travel Authority;
"ETA national"	means a citizen of Andorra, Austria, Belgium, Brunei, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong SAR, Iceland, Ireland, Italy, Japan, Liechtenstein, Luxembourg, Malaysia, Malta, Monaco, Netherlands, Norway, Portugal, San Marino, Singapore, South Korea, Spain, Sweden, Switzerland, Taiwan, United Kingdom (British Citizen), United Kingdom (British National Overseas), United States of America, Vatican City;
"DIBP"	means Department of Immigration and Border Protection;
"MARA"	means the Office of the Migration Agents Registration Authority;
"non ETA national"	means a citizen who is not an ETA national;
"service/s"	means one of the services posted on our website or provided by AITS;
"standard service fee"	means the non-refundable monetary fee in Swiss Francs to provide our standard service to you. Our standard service fee includes the DIBP visa application charge. Standard service fees for each type of visa application are posted on our website or advised by AITS and must be paid in advance to the nominated bank account in Switzerland. In some instances, additional information/documents may be required and an additional service fee will apply;
"additional service fee"	means a monetary fee in addition to our standard service fee if additional information/documents are required to support your visa application. Additional information/documents may be required for non ETA national visa applicants; minor visa applicants; visa applicants aged 75 years or over; health/character assessment; genuine temporary entrant issues; and/or changes in Immigration legislation/policy. Additional service fees may arise from our assistance to prepare/collect satisfactory and consistent supporting documents and/or non-routine processing or requests for additional

information /documents by DIBP and/or liaison with DIBP to request urgent assessment of your visa application. Our additional service fee is charged on a time spent basis at an hourly rate plus goods and services tax (MWSt) and expenses reasonably and properly incurred on your behalf. AITS will inform you in advance if additional service fees apply;

“visa application” means one of the visa applications for temporary residency posted on our website or provided by AITS;

“website” means : <http://www.aits.ch>

2. THE PARTY WITH WHOM YOU ARE CONTRACTING

Your contract is with Australian Immigration and Trade Services Limited liability Co, 3800 Interlaken, Switzerland (“AITS”).

3. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS

Your use of our website or instructions will mean you accept these Terms of Service. By paying the AITS standard service fee and submitting your visa application to AITS, you are confirming that you understand and agree to these Terms of Service and have engaged the services of AITS.

4. SUPPLY OF SERVICE/S

Instructions about how to prepare your visa application are provided by our website or AITS. You are required to provide AITS with your completed online visa application or visa application form, proof of payment of our standard service fee, and information/documents in accordance with our instructions. You are required to inform AITS of any changes in your circumstances or physical location.

AITS relies on information provided by you. AITS will not independently verify the accuracy or completeness of information provided by you. Prior to submitting an online visa application or visa application form to AITS, you should review all information provided and amend as required. Once your visa is finalized and you have provided incorrect information, it may be necessary to make a new visa application or inform DIBP of incorrect information for an additional service fee.

When your visa application is complete, we shall lodge your visa application for assessment and decision by DIBP. We shall contact you if your visa application is not complete. We shall monitor processing by DIBP and advise you of DIBP’s decision.

5. SERVICE FEE AND PAYMENT

You shall pay AITS the standard service fee in advance for your selected visa application. Our standard service fee and DIBP visa application charges are subject to change without notice and are non-refundable irrespective of the outcome of your visa application.

6. EXPENSES

Where applicable, you shall attend to payment of costs and expenses incurred for engaging persons/agencies to perform services necessary to help AITS perform services (medical practitioners, registered translators, certifiers, valuers, accountants, tax consultants, relevant Government authorities, other registered migration agents to handle ancillary matters in other localities) for health and character testing; English translation of supporting documents not in



English; certification of supporting documents and/or all other sundry expenses incurred by AITS including but not limited to international telephone charges; courier service/s to an overseas DIBP office; standard/registered postal services.

7. LIMITATIONS OF SERVICE

We do not make any representation that your visa application will be approved by DIBP. The power to grant or refuse a visa application vests solely in DIBP.

We do not make any representations that your visa application will be assessed and finalised by DIBP to meet your proposed travel date to Australia. You should not make travel arrangements to Australia before your visa application is approved by DIBP. Processing times vary according to a range of factors including checking by external parties if required (health, character, national security); how promptly you submit additional information (if requested); DIBP workloads and available resources at DIBP. You should apply well in advance of your intended travel date.

8. TERM AND TERMINATION

This contract commences upon receipt of proof of payment of our standard service fee, your completed online visa application or visa application form and supporting documents at our office. This contract will continue in effect until we provide you with written notification of the visa decision by DIBP or until otherwise terminated under this contract whichever is the earlier.

We may terminate this contract by notice in writing if you fail to fulfil this contract, or if we are permitted or required by the MARA Code of Conduct or by the ethics of the legal profession to cease to act or we believe that you have provided false or misleading information or at our discretion if you behave in such a way that renders us unable to provide the services or if a period of 3 months lapses during which you do not communicate with us. You agree to pay expenses accrued (if any) prior to termination.

You may terminate this contract by notice in writing if we breach any term of this contract and such breach is not remedied within 14 days of your written notice. You agree to pay expenses accrued (if any) prior to termination.

This contract terminates on the death, bankruptcy, insolvency or legal disability of either you or us.

9. TITLE

You agree that any works, items, materials or information of whatever nature produced or developed by us or under our direction pursuant to or in the course of providing our service shall remain the sole and complete property of AITS, whether such property is tangible or is in the nature of industrial and intellectual property rights (including copyright and rights of confidential information).

10. DISCLAIMERS AND LIMITATION OF LIABILITY

Except as expressly provided to the contrary in this contract, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the services or to this contract are excluded. Without limiting the generality of the preceding sentence, we shall not be under any liability to you in respect of any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the failure or omission on our part to comply with our obligations under this agreement.



Where any Act of Parliament implies in this agreement any term, condition or warranty that the Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be limited, at the option of AITS, to any one or more of the following -

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

AITS is required to courier paper visa applications of some non ETA nationals to an overseas DIBP office. By forwarding your visa application to our office, you accept that your visa application will be sent by courier to an overseas DIBP office for assessment and decision.

AITS is not liable for any consequential or special damages or loss (including loss of income, profits, markets, reputation, use of contents or loss of an opportunity) or other indirect loss arising from the loss, damage, delay, mis-delivery or non-delivery of your visa application and/or passport at an overseas DIBP office even if we had knowledge that such damages or loss might arise. We are not liable if your visa application and/or passport and/or any other document forming part of your visa application is lost, damaged, delayed or mis-delivered or not delivered at all as a result of circumstances beyond our control or your acts or omissions or those of third parties including an act or omission of any customs, airline, airport or government official.

Without limiting the general disclaimer, we make no warranty as to the completeness or accuracy of any material or as to its merchantability or fitness for a particular purpose. We are not liable to you or anyone else if errors occur in the information in the information on our website or if that information is not up-to-date. AITS makes no representations or warranties of any kind as to the operation of our website. You expressly agree that your use of our website is at your sole risk. We will not be liable for disruptions to our website and are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this website or an external site. You must take your own precautions to ensure that whatever you select for use from this website is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

11. COPYRIGHT NOTICE

The material on our website is copyright. You may download, display, print and reproduce this material in unaltered form only for your personal, non-commercial use or use within your organisation. All rights are reserved.

12. PRIVACY STATEMENT

The privacy of your personal information is important to us. Our information handling practices have been reviewed by us to ensure that they are privacy friendly. As part of our commitment to the protection of your right to privacy, we provide this explanation of our information handling practices.

As a rule, it is possible to access our website without having to provide any personal information. When you decide to provide AITS with any personal information via the Internet, the applicable data protection provisions shall be observed with regard to your information.

AITS takes all necessary technical and organisational measures to protect the confidentiality and security of your personal information collected from this website including sensitive personal information. These efforts include, but are not necessarily limited to storing your personal information in secure operating environments that are not available to the public and that are



only accessible to authorized AITS employees.

By freely entering into contact, the information provided is recorded. Personal information is only collected with your consent by providing it to us through one of the online forms available on this website. At any time, the person entering into contact has the opportunity to allow his or her information, collected in the context of freely entering into contact with AITS, to be deleted.

All of the information provided to AITS is used solely in relation to our services. We do not sell your personal information to third parties outside AITS, nor do we share it with them without your consent.

13. FORCE MAJEURE

We are not liable for any delay or failure to perform our obligations if such failure or delay is due to force majeure. We will notify you as soon as practicable of any anticipated delay due to force majeure. The performance of our obligations under this contract shall be suspended for the period of the delay due to force majeure.

14. SUB-CONTRACTS

We may subcontract for the performance of this contract or any part of this contract.

15. OBLIGATIONS OF REGISTERED MIGRATION AGENTS

Under Australian law, a person providing immigration assistance must be registered with the Office of the Migration Agents Registration Authority (MARA). We consult with Registered Migration Agent (MARN 0318572 & MARN 9791613) who work in accordance with the Code of Conduct available from our website or at:

https://www.mara.gov.au/media/553229/Code_of_Conduct_April_2017.pdf

MARA's Consumer Guide contains information about the migration advice profession and consumer protection and is available from our website or at:

https://www.mara.gov.au/media/152338/consumer_guide_english.pdf

You acknowledge that you have access to and the opportunity to read MARA's Consumer Guide prior to paying the AITS standard service fee and submitting your visa application to AITS.

16. ENTIRE AGREEMENT

This contract constitutes the entire contract between the parties for the provision of services. Any prior arrangements, agreements, representations or undertakings are superseded. Any modification or alteration of any clause of this contract will not be valid except in writing signed by each party.

17. GOVERNING LAW

This agreement will be governed by and construed according to the law of Switzerland and the parties agree to submit to the jurisdiction of the courts and tribunals of Interlaken, Switzerland.

