

# TERMS OF SERVICE – EVISITOR VISA

---

Welcome to Australian Immigration and Trade Services Ltd liability Co (AITS).

Purchase of eVisa service/s from our website will mean you accept our Terms of Service, which together with our [Privacy Policy](#) govern our relationship with you. With the purchase of eVisa service/s, you are confirming that you understand and agree to these Terms of Service and have engaged our services.

We may change these Terms of Service and any of our policies at any time. These changes will apply as soon as we post them on our website or inform you of the changes.

**Our Terms of Service are set out below. Make sure you have carefully read and understood the terms and conditions before entering this agreement. If you wish to seek independent legal advice about our Terms of Service, you should do so before signing this agreement. By signing this agreement, you are indicating that you have read and understood our Terms of Service.**

**I have read and understood the terms below and I agree to be bound by this agreement.**

<b>RESPONSIBLE AGENT (“AGENT”) DETAILS</b>	Name: Emil Badertscher MARA Registration No: 0318572 Business Address: Australian Immigration and Trade Services Ltd liability Co, Hagenstrasse 11, CH – 3852 Ringgenberg Email: <a href="mailto:info@aits.ch">info@aits.ch</a> Phone: +41 33 826 0026
<b>OTHER RESPONSIBLE AGENTS’ DETAILS WHO ARE ASSISTING</b>	Name: Susan Sandhoff BA.LLB MARA Registration No: 9791613 Business Address: Australian Immigration and Trade Services Ltd liability Co, Hagenstrasse 11, CH – 3852 Ringgenberg Email: <a href="mailto:info@aits.ch">info@aits.ch</a> Phone: +41 33 826 0026
<b>SCOPE OF SERVICES</b>	Application for 1 x eVisitor Visa: <ul style="list-style-type: none"><li>● Review of completed online questionnaire, documents and forms provided by Client</li><li>● Online lodgement of visa application for assessment by the Department of Home Affairs (Home Affairs)</li><li>● Monitoring routine processing by Home Affairs</li><li>● Informing Client of result of eVisa application</li><li>● Administrative services - file establishment, maintenance and retention, communication services (in-country telephones, internet, email)</li></ul> Specific exclusions to scope of services: <ul style="list-style-type: none"><li>● Any substantial matter affecting the work which was not known by us when the document was written</li><li>● Liaison with Client for additional information/documents to demonstrate identity, family composition, education/work history, financial capacity, travel history, English language proficiency level, parental consent for minors, visa applicants aged 75 years or over, genuine temporary entrant issues, and/or changes in relevant legislation/policy</li><li>● Collection of satisfactory and consistent supporting documents</li></ul>

	<ul style="list-style-type: none"> <li>● Notification of changes of circumstances that may affect a visa application such as change of address, contact details, marital status, health or character, civil or criminal offences of you or members of your family unit, citizenship/s, employment status</li> <li>● Research of relevant legislation and policy</li> <li>● Engaging persons/agencies to perform services necessary for Agent to provide excluded services (medical practitioners, panel physician, accountants, tax consultants, relevant Government authorities, other registered migration agents) to handle ancillary matters</li> <li>● Requests by Home Affairs for further information and/or non-routine processing (eg health/character/biometric testing)</li> <li>● If you hold an existing visa or are in Australia at time of application and/or you require preparation of an alternative visa application</li> <li>● Liaison with Home Affairs to request urgent assessment of a visa application</li> <li>● All work done in response to unreasonable or repeated requests for information concerning the work</li> <li>● All additional work made necessary due to your failure to notify us of any change of address or contact details and/or respond to our telephone calls, emails or letters</li> </ul>
--	--

**DETAILS OF FEES AND DISBURSEMENTS**

<b>DETAILS OF FEES</b>	<p><b>Standard Service Fee</b></p> <p><b>Fixed fee</b> We require payment of <b>SFR100.00</b> inclusive of MWSt (if applicable) in advance.</p> <p>Standard service fee means the non-refundable monetary fee in Swiss Francs to provide our standard service.</p> <p>Standard service items are listed in our Scope of Services.</p> <p>We will notify you of any substantial change to fixed fee for each item in our listed Scope of Services as soon as practicable after we become aware of any such change.</p> <p>Excluded services means tasks outside the scope of our standard service.</p> <p>An additional service fee means the non-refundable monetary fee in Swiss Francs for excluded services.</p> <p>Our additional service fee is charged on a time spent basis at an hourly rate plus MWSt (if applicable). The charge out rate reflects the seniority, expertise and experience of the persons involved as well as the time frame in which work is to be carried out, the nature and complexity of the matter. You will be notified of an additional service fee as soon as we become aware of the likelihood of a change in cost occurring.</p>										
<b>DISBURSEMENTS</b>	<p>These charges or a reasonable estimate are in addition to the fees noted above and are MWSt inclusive where applicable.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Visa Application Charges (VAC) – eVisitor Visa</td> <td style="text-align: right;">nil</td> </tr> <tr> <td>Police clearance (if required)</td> <td></td> </tr> <tr> <td>- Home country and/or other countries</td> <td style="text-align: right;">at cost</td> </tr> <tr> <td>Medical examination (if required)</td> <td style="text-align: right;">at cost</td> </tr> <tr> <td>Biometric testing (if required)</td> <td style="text-align: right;">at cost</td> </tr> </table>	Visa Application Charges (VAC) – eVisitor Visa	nil	Police clearance (if required)		- Home country and/or other countries	at cost	Medical examination (if required)	at cost	Biometric testing (if required)	at cost
Visa Application Charges (VAC) – eVisitor Visa	nil										
Police clearance (if required)											
- Home country and/or other countries	at cost										
Medical examination (if required)	at cost										
Biometric testing (if required)	at cost										

	Private health insurance as visitor in Australia Translation (if required)  Where it is not possible for us to specify a particular cost of a required service we have indicated this as “at cost”	at cost at cost
<b>TOTAL FEES AND DISBURSEMENTS</b>	<b>Standard service fee</b> <b>Disbursements</b> <b>Total</b>	<b>SFR100.00</b> <b>at cost</b> <b>SFR100.00</b>
<b>PAYMENT SCHEDULE</b>	<p>We require our standard service fee to be paid in advance before commencing work on your matter.</p> <p>Our standard service fee is non-refundable even if the outcome of your matter is unfavourable. Changes to our standard service fee will apply as soon as we post them on our website or inform you of the changes.</p> <p>You acknowledge that you are responsible for an additional service fee for excluded services and/or tasks outside the scope of our standard service. We will give you written notice if required to provide tasks outside the scope of a standard service. We will send an invoice to you for an additional service fee either after completion of the work, or at other times when the work is in progress. Payment of the invoice must be made in accordance with the payment deadline stipulated in the invoice but within any event within 7 days. Our additional service fee is non-refundable irrespective of the outcome of your visa application.</p> <p>Disbursement costs are generally payable to the service provider directly by the client.</p>	
<b>PAYMENT METHOD AND ACCOUNT</b>	We accept payment by credit card for online eVisa applications (only). For credit card processing, we have engaged Stripe. Refer to <a href="https://stripe.com/en-ch">https://stripe.com/en-ch</a> for details of data collection policy, privacy policy and cookie policy.	
<b>INVOICING AND INTEREST</b>	<p>After the Agent has completed the services outlined above an itemised invoice will be issued setting out:</p> <ul style="list-style-type: none"> <li>(i) the particulars of each service performed; and</li> <li>(ii) the charge made in respect of each such service;</li> <li>(iii) amount of disbursements.</li> </ul> <p>Failure to pay an invoice within the specified time (7 days) is a material breach of this agreement and may at the discretion of the Agent lead to the termination of the agreement. Any forbearance with respect to the requirement to pay the invoice on the part of the Agent does not constitute a consent to vary the agreement.</p>	

## TERMS OF SERVICE

### 1. APPOINTMENT OF AGENT

The Client appoints and authorises the Agent(s) to represent the Client and to perform the services for an online eVisa application.

### 2. CODE OF CONDUCT (CODE)

The Migration (Migration Agents Code of Conduct) Regulations 2021 (“Code”) is intended to regulate the conduct of registered migration agents.

The [Code of Conduct](#) governs the relationship between the Agent and the Client.

### 3. CONSUMER GUIDE

- (a) The Client agrees that the Agent has provided the Client with a copy of the Consumer Guide.
- (b) The [Consumer Guide](#) contains information about the migration advice profession and consumer protection.

### 4. FORM 956

- (a) The Client agrees that the Agent has provided the Client with a copy of [Form 956 Appointment of a registered migration agent, legal practitioner or exempt person](#)
- (b) Form 956 is used to notify Home Affairs of the appointment of the Agent by the Client to provide immigration assistance for this matter and to receive all correspondence including notification of the outcome of the visa application from Home Affairs on their behalf.

### 5. PRIVACY POLICY

Our [Privacy Policy](#) confirms that personal data of the Client will be processed in an appropriate and lawful manner.

### 6. SUPPLY OF SERVICES

- (a) The services to be provided under this agreement are specified in Scope of Services.
- (b) The Client is required to provide complete and correct information in every detail of the questionnaire and upload required documents via our website. The Client must check all information provided and make changes and/or corrections.
- (c) Correction of any error/s by the Client is essential. Incorrect information and/or bogus documents may result in visa refusal or denial of permission to board an aircraft to Australia.
- (d) The Client is required to confirm that all information is complete, correct and up-to-date before proceeding with payment of standard service fee.
- (e) Upon receipt of payment of standard service charge, the completed questionnaire and documents will be reviewed by the Agent and the complete visa application will be prepared and lodged by the Agent for assessment and decision by the Department of Home Affairs.

### 7. WHO WILL PERFORM THE WORK

All immigration assistance will be provided by the Responsible Agent(s) that are listed in this agreement.

- (a) Other migration agents in the same firm of the Responsible Agent(s) may work on your matter from time to time and will also be deemed to be Responsible Agents.
- (b) Administrative services may be provided by other staff.

### 8. THE AGENT UNDERTAKES THAT HE OR SHE:

- (a) Is registered with the Office of the Migration Agents Registration Authority (MARA).
- (b) Will provide the services specified in the Scope of Services and will comply with the Code of Conduct.

### 9. THE CLIENT AGREES THAT:

- (a) The Client will not hold the Agent responsible for delays caused by the Client's failure to promptly provide information or documents.
- (b) The Agent will be under no obligation to submit the Client's application to the Department until payment has been made in full of all fees due and payable at that stage.
- (c) The Agent may access the Visa Entitlement Verification Online (VEVO) details as required.
- (d) If required, the Client will utilise the secure client portal established and maintained by Australian Immigration and Trade Services Ltd liab. Co.
- (e) The final decision on an application submitted to the Department is beyond the Agent's control. The Agent has not guaranteed the success of any application.
- (f) The Agent will not be liable for any loss arising from changes to the law affecting the Client's application, which occurs after the application has been lodged.
- (g) The Agent relies on information provided by the Client and will not independently verify or assume responsibility for the accuracy or completeness of information provided by the Client.
- (h) All information and instructions provided to the Agent is, to the best of the Client's knowledge and belief, true and current and that all documents supplied are genuine and authentic. All information and instructions provided to the Agent does not contain any false or misleading statements.

- (i) The Agent is under an obligation to correct any false or misleading statements or documents lodged with a government official in accordance with section 21 of the Code.
- (j) The Client will, during the processing of an application, notify the Agent of any material changes in the circumstances of the client or the client's immediate family, including the application and/or grant of another visa that the Agent has not been informed of.
- (k) The Client will keep us informed of any change in address, contact details or if there is any change in your circumstances (we will determine if the change is material to your application).
- (l) The Client will provide funds in advance in accordance with this agreement.
- (m) The Agent's professional fees can be invoiced on behalf of the Agent by the Agent's business entity, as listed on the MARA Register of Registered Migration Agents.
- (n) If the Agent has advised the Client in writing that in the Agent's opinion, an application would be futile; the Client will provide written acknowledgement of the receipt of the advice, if notwithstanding the advice, the Client still wants the Agent to lodge the application in accordance with section 19 of the Code (subject to the Agent's compliance with paragraph 19(2)(a) of the Code).
- (o) The Client will not attempt to access their application in ImmiAccount or attempt to change that application in any manner without the knowledge and express approval of the Agent.
- (p) The Client will make appointments to contact the Agent by telephone so that the Agent can devote sufficient time to the Client's matter and prepare information/documents as appropriate.
- (q) Sending the Agent text messages to arrange appointments or to pass information onto the Agent is not acceptable practice and is not accepted
- (r) The Client will upload/email colour scans of supporting documents that meet size/format restrictions.
- (s) In completing the online questionnaire and/or application forms, the Client will answer all questions accurately and completely.

#### **10. TERMINATION OF AGREEMENT**

- (a) The Client may terminate this agreement at any time.
- (b) The Agent may terminate the agreement provided the Agent complies with the requirements of the Code of Conduct.
- (c) Unless there are exceptional circumstances or if the Client terminates the agreement unilaterally, the Agent must provide a written notice to the Client no later than 14 days after the termination in accordance with the Code of Conduct.
- (d) If the agreement is terminated, the Client must pay any fees outstanding for work already performed by the Agent. The Client is not required to pay any fees for work not yet performed by the Agent.
- (e) The fact of termination does not extinguish the legal obligation to pay all invoices rendered and does not enliven any refund for standard service fee or additional fees for excluded services paid to the date of termination other than in accordance with the Code of Conduct.
- (f) When the agreement is terminated, the Agent must deal with the Client's file in accordance with the Code of Conduct.

#### **11. RETENTION OF DOCUMENTS**

- (a) The Agent agrees to keep securely and in a way which will ensure confidentiality, all documents provided by, or on behalf of, the Client or paid for by, or on behalf of, the Client until the earlier of:
  - (i) 7 years after the date of the last action on the file for the Client; or
  - (ii) when the documents are given to the Client or dealt with in accordance with the Client's written instructions.
- (b) The Agent agrees to keep all other records required by the Code of Conduct for 7 years after the date of the last action on the file for the Client.
- (c) After this date the Agent is authorised by the Client to destroy the documents and records above in a way which will ensure confidentiality.

#### **12. REFUNDS**

- (a) The Agent will reimburse the Client for disbursements that have been refunded by the Department of Home Affairs.
- (b) In the event that the Client has an existing visa, the fees paid to the Agent for this visa service are non-refundable. The Client will be issued with confirmation of current visa status.
- (c) All other refunds are governed by the Code of Conduct.

#### **13. TITLE**

The Client agrees 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).

#### **14. DISCLAIMERS AND LIMITATION OF LIABILITY**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AITS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

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 OUR WEBSITE OR AN EXTERNAL SITE. YOU MUST TAKE YOUR OWN PRECAUTIONS TO ENSURE THAT WHATEVER YOU SELECT OR USE FROM OUR WEBSITE IS FREE OF VIRUSES OR ANYTHING ELSE THAT MAY INTERFERE WITH OR DAMAGE THE OPERATION OF YOUR COMPUTER SYSTEMS.

AITs MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. NEITHER AITS NOR ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, CONTENT PROVIDERS OR RELATED COMPANIES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DOCUMENT ADVISOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL AITS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE COSTS OF THE SERVICE YOU HAVE PROCURED FROM AITS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

#### **15. 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.

#### **16. FORCE MAJEURE**

AITs is 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.

#### **17. SUB-CONTRACTS**

AITs may subcontract for the performance of this Agreement or any part of this Agreement.

#### **18. THIRD-PARTY SERVICES/REFERRALS**

AIMS may provide referrals, links or access to other sites and resources on the internet and/or third parties. AIMS has no control over such sites and resources and we are not responsible for and do not endorse such sites and resources. You acknowledge and agree that AIMS will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the service are between you and the third party, and you agree that AIMS is not liable for any loss or claim that you may have against any such third party.

AIMS may receive royalties, commissions, referral fees and/or marketing contributions from partners, advertisers, affiliates or third parties where we refer you to external websites.

#### **19. CONFIDENTIALITY**

The Agent will preserve the confidentiality of the Client. The Agent will not disclose or allow to be disclosed confidential information about the Client or the Client's business without the Client's written consent, unless required by law.

#### **20. INTERNAL RESOLUTION OF DISPUTES**

If the Client has any concerns about the conduct of their matter, the Client should contact the Responsible Agent(s) handling the matter. If the Client concerns cannot be resolved, the Client should contact the company director of the Agent with any of their grievances. In the event a dispute continues, this agreement is 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, BE, Switzerland.

#### **21. VARIATION OF AGREEMENT**

This agreement cannot be varied unless it is in writing (email) and is consented to by both parties.

#### **22. GOVERNING LAW**

All aspects of the performance of services of the Agent for the Client are governed by the law of Switzerland, and the Client agrees to be bound by, the law of Switzerland and the Code of Conduct. The Client and the Agent irrevocably submit to the exclusive jurisdiction of the courts and tribunals of Interlaken, Switzerland.



Australian Immigration  
and Trade Services  
Ltd Liability Co.

Australian Immigration and Trade Services  
Postfach  
Interlaken BE 3800  
E-mail: [info@aits.ch](mailto:info@aits.ch)  
Tel: +41 33 826 0033

## DEPOSIT REQUEST

### Clients Account Deposit Requested From:

Visa applicant – eVisitor Visa

In accordance with the Terms of Service, we require that you provide payment into our nominated account for this matter:

Item	Scope of Service	Total
	<b>Service Description</b>	
<b>Standard Service Fee</b>	Fixed Fee – eVisitor Visa (3 months)	SFr. 100.00
<b>Disbursements</b>	Visa Application Charge (if required)	SFr. 0.00
<b>Net invoice amount</b>		<b>SFr. 100.00</b>