

Terms of Service

These Terms of Service apply to all services provided to you as the client, except where we otherwise agree with you in writing.

In instructing us to act for you, you accept these Terms of Engagement and authorise us to act for you in your visa applications and in any directly related matters. We undertake a duty to act in your best interests at all times, based on your instructions to us.

We reserve the right to change our terms of service should the need arise from changes to Acts, Regulations, Immigration Instructions or any other relevant policy. Should this be the case, we will give you at least 30 days' written notice of the changes to your service. You agree to be bound by and comply with such terms and conditions as they may be modified.

Scope of Service

We will discuss your needs with you and agree on the scope of services to be provided prior to starting work for you.

The agreed scope of services will be recorded in the Letter of Engagement. This letter will state the Licensed Adviser with overall responsibility for your work, and the name and status of any of the people who may be carrying out work for you.

Any change to the scope of service to be agreed in writing by both parties. This will include details of the nature of the changes and their implications, including any likely further costs, changes to expected decision timeframes or other matters related to the service being provided.

We provide immigration advice and representation for immigration matters. We do provide investment, employment, financial or tax advice.

Parties to the Agreement

Parties to the agreement will be stated in the Letter of Engagement. In authorising us to act, you accept that your Licensed Immigration Adviser and any other employees of UVISA may act for you. You also accept that your assigned Licensed Adviser may be changed without notice when necessary for us to do so.

Who Can Give Us Instructions

In giving us instructions you authorise us to act for you.

Instructions may be given to us:



- For visa applicants – by the visa applicant, his or her partner, or by any family member or other person you authorise
- For a couple seeking a visa under partnership – either by the visa applicant or his/her partner once initial instructions have been given. We can accept instruction from both or either of you
- For a company – by any director, officer, or other person you authorise

Client Care

We undertake to act in your best interests in all matters under which instructions to act are received. Our duty of care must meet the standard of care set out by the Immigration Advisors Authority (IAA) Code of Conduct.

Under our professional duty of care to clients as Licensed Immigration Advisers, we must:

- Act competently, in a timely way, and in accordance with instructions received from you.
- Protect and promote your interests and act for you free from compromising influences or loyalties.
- Discuss with you your objectives and how they should best be achieved.
- Provide you with information about the work to be done, who will do it and the way the services will be provided.
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- Provide you with clear information and advice.
- Protect your privacy and ensure appropriate confidentiality.
- Treat you fairly, respectfully and without discrimination.
- Keep you informed about the work being done and advise you when it is completed.
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations Licensed Advisers owe to clients are described in the Code of Conduct for Licensed Immigration Adviser. These obligations may be subject to other overriding duties, including duties to the courts and to the justice system.

In accepting these Terms of Service you acknowledge that the decision-maker for visa applications is Immigration Officer allocated to your application, and the final decision is made by Immigration New Zealand. For appeals, the final decision is with the relevant appeal tribunal or court.

If our professional assessment is that an immigration application will be vexatious, grossly unfounded or otherwise unlikely to succeed for any reason, then we will advise you of this in writing. We will explain the reasons for our professional assessment. You accept all responsibility for any decision to proceed with your application.

Term of Service



The term of service is 24 months, or when the visa service that services have been contracted for has been completed.

Our obligations are discharged when the services for which we have been engaged for are completed, or when the term of service has expired.

Some obligations will remain, such as retention of files for 7 years and maintenance of client files and confidentiality.

If you have any questions, please visit www.iaa.govt.nz for further information on the Code of Conduct and obligations for Licensed Immigration Advisers.

Confidentiality

In our dealings with you we collect and hold personal information about you. We treat this information as private and confidential and will not disclose this information unless:

- It is necessary during providing services to you.
- We are required to do so by law.
- You instruct us to disclose this information.

Duty of Care

When we work for you, our duty of care to you and not to any other party. No one else should rely on the advice we give you, unless we state otherwise.

Conflicts of Interest

We have processes in place to identify and respond to conflicts of interest. Should a conflict of interest arises, we will advise you of this and follow the requirements and procedures set out in Immigration Advisers Authority Code of Conduct and Client Care for Licensed Immigration Advisers Duty of Care.

Our duty of care is to you and not to any other person. Before any other person can rely on our advice, we must expressly agree to this in writing.

Fees and Charges

Our fees are based on what is fair and reasonable for the work based on the instructions you provide to us.

The factors considered in determining the fees charged are set out by the Immigration Advisers Authority Code of Conduct and Client Care for Licensed Immigration Advisers and include:

- The skill, specialised knowledge and responsibility required to perform the work.
- The importance of the matter to you and results achieved.
- The time and labour involved.



- The urgency of the matter or any time limitations imposed.
- The complexity of the matter and difficulty or novelty of the matter.
- The possibility that acceptance of the required work will preclude our engagement by other clients.

Fees as quoted are based on our experience with similar cases and the expected time and expertise required. Whenever possible, preference will be to provide services for a fixed-fee.

Fixed fees will be quoted prior to work commencing and are exclusive of government application fees.

Where our fees are calculated on a time basis, the current hourly rate will be set out in the Engagement Letter and are exclusive of government application fees.

Fees

All professional fees quoted are in New Zealand Dollars. Fees for offshore visa handling service provided (TT Services or VFS Global fees) are payable in local currencies and are not included in our professional fees as quoted.

Professional fees are exclusive of government visa application fees.

Visa application fees are stated in New Zealand Dollars, but in some cases may be payable in a local currency if the applicant(s) are overseas.

Where we pay on your behalf for government application fees, the actual costs will be invoiced to you as a disbursement immediately on accrual.

Disbursements and Expenses

In providing services we may incur disbursements or have to make payments to third parties on your behalf, such as government fees to lodge your visa application(s). Where we have paid these on your behalf, the actual fee paid will be invoiced to you when the expense was incurred and will be payable immediately.

For other expenses incurred as a part of the migration or visa application preparation process, these are not included in our professional fees and payable by you to the relevant company or organisation directly by you.

Other costs may include, but are not limited to, Immigration New Zealand levies, professional registration application fees, New Zealand Qualifications Authority assessment fees for appraisal of overseas qualifications, fees to acquire police certificates, medical examinations fees, translations costs, and other general document costs.

GST



GST is payable by you on our fees and charges for all services if you are in New Zealand at the time of the provision of services. This is a requirement under the Goods and Services Tax Act 1985. GST of 15% is additional to our professional fees as quoted.

Invoices

An invoice for the deposit on services will be issued once our terms have been accepted in writing. The deposit is payable on commencement. Subsequent invoices will be issued in stages, as per the payment schedule in the Letter of Engagement.

Payment

Where terms are set out in the Letter of Engagement, payment is due as per the terms agreed.

Where terms are not set out, all invoices are payable within 14 days of issuance.

Subscription payments

Where terms are agreed for subscription payments, these are to be made on a weekly or fortnightly basis. Payments must be made until the end of the term subscribed for, or until full payment is received if lumpsum payment is made at an earlier date.

Where the visa is granted earlier than the full subscription term, then final payment of any remaining subscription payments is payable within 60 working days.

Overdue accounts

Should you be unable to settle an account within the time agreed, please talk to us first.

If there is agreement for a 3rd party to pay your invoice, and even if we make the invoice out to them at your request, you are still responsible for payment of the invoice.

We reserve the right to claim interest on any amount which is more than 14 days overdue. Interest may be calculated at the rate of 5% from the due date until payment is made. If there is a need to engage a collections service to recover the outstanding fees, any additional costs will be passed on to you.

Refunds

We do not receive client funds in advance. Fees are received for services provided. Invoice for services is made when provision of services is commenced, or at milestones in the process. Within the extent allowed by the Consumer Guarantees Act, all payments for services are non-refundable.

Should there be circumstances that we consider it appropriate to provide a refund of fees, we will ensure that any such refund is fair and reasonable. This is at the sole discretion of UVISA



Immigration Services Limited and in doing so we do not accept any obligation to refund any professional services fees received for services provided.

File Retention

All file information will be kept in hard copy or electronically or a combination of both.

Your file will be held for seven years. You authorise us to dispose of your file after this period expires without further reference to you. You may request a copy of your file or return of original documents at any time.

Where your file is destroyed in accordance with this clause, you release us from all liability arising out of that destruction. You authorise us to use third parties to transport, electronically scan and hold your file on our behalf. This authorisation includes the holding of your file in premises leased by us or in secure third parties digital archives.

E-mail and Digital Data

Email is our most common method of communicating with you. Please let us know if you have other needs.

E-mail and IT systems may be subject to interference, interception, or contain viruses or defects.

While we have IT systems in place to keep digital records and communications secure and reliable, we are not liable for any damage or loss due to email problems, outages, viruses, or corruption and we do not accept any responsibility for any losses that may arise.

If you receive any e-mail that you are not sure is from us, please call to check.

Termination

You may terminate our services at any time, and so may we.

We may terminate services in circumstances where there is good cause and after giving reasonable notice to you on any of the grounds set out in the Immigration Advisers Authority Code of Conduct and Client Care for Licensed Immigration Advisers.

If our services are terminated, you must pay all fees due up to the date of termination and any disbursements or expenses incurred up to that date. Should your residence application have been submitted, then any outstanding subscription payments until the full term of the service will also be payable in full.

Should there be changes to the Immigration Act 2009, certified Immigration Instructions or Regulations that prevent us from proceeding with your visa applications as planned, you will



still be liable for fees payable for services provided up until any such changes were made. Any fees received for services provided up until that point will be non-refundable.

Your Obligations

We may end our work together if we have good cause. We will give you reasonable notice if services are to end.

Good cause may include:

- instructing us to act in breach of our professional obligations
- not paying your fees within a reasonable period of time
- misleading us by providing false or misleading information, or by not disclosing details of character or health matters that may be of concern for visa matters
- not giving us instructions within necessary timeframes
- posing a health and safety risk to us
- acting against our advice in ways that we consider reckless or inconsistent with our professional obligations.
- You do not pay the fees for our work.
- You address your Licensed Adviser or any member of our staff in an abusive or threatening way

You will inform us of any relevant change in your circumstances that could affect the outcome or delivery of the service(s) you have engaged us to perform.

Complaints

We have a procedure for complaints to ensure complaints are dealt with promptly and fairly.

We care about providing you with a quality service. We invite you to first let us know if you're concerned or unhappy about our service, by speaking directly to the person handling your work.

See attached guidance on our Internal Complaints Procedure. If you have a complaint about the services or charges, please refer your complaint to Tobias Tohill.

The Immigration Advisers Authority operates a Client Complaints Service and you can make a formal complaint to that service by telephoning 0508 442 442 or by accessing information on the IAA website www.iaa.govt.nz

Intellectual Property

We own all intellectual property that we create while working for you. You cannot reproduce or share our intellectual property without our permission.

General



These Terms of Service apply to any current engagement and to any future engagement, whether or not we send you another copy of them. We are entitled to change these terms where necessary to do so, in which case they will apply from the date they are updated published on our website.

Our relationship with you is governed by New Zealand law and the New Zealand courts have non-exclusive jurisdiction.

Should any part of our terms of service be found invalid or unenforceable, such parts are severable and do not affect the validity or enforceability of the remainder.

We are not responsible for any acts of nature such as fire, flood, earthquake, accident, riot, war, embargoes, strikes, cyber attack, epidemic or other such events. We accept no responsibility or liability for any delays caused by the above, or by other impediments such as lost mail, late courier deliveries, or other difficulties which are beyond our control.

You can view these terms anytime on request. If you have any questions about them, please ask.

These Terms of Service and the Engagement Letter constitute the entire agreement between parties to the agreement.