



*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, United Kingdom (British Citizen), United Kingdom (British National Overseas), United States of America, Vatican City
"DIAC"	means Department of Immigration and Citizenship;
"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 and includes the whole of administrative and clerical operations undertaken by us on your behalf in connection with your selected visa application;
- "service fee" means the monetary fee in Swiss Francs to provide our service to you. Our service fee includes the Australian Government visa application charge and routine delivery by courier of your visa application to the Australian Embassy Berlin and the return of your passport by routine courier delivery to Switzerland. Service fees for each type of visa application are posted on our website and must be paid in advance to nominated bank account in Switzerland;
- "visa application" means one of the visa applications for temporary residency posted on our website;
- "website" means www.aits.ch

2. THE PARTY WITH WHOM YOU ARE CONTRACTING

Your contract is with Australian Immigration and Trade Services Ltd liability Co, 3800 Interlaken, Switzerland ("AITS")

3. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS

Your use of this website will mean you accept these Terms of Service. By paying AITS service fee and sending your visa application to AITS, you are confirming that you understand and agree to these Terms of Service.

4. SUPPLY OF SERVICE/S

Instructions about how to prepare your visa application are posted on our website. You are required to provide AITS with your completed application form, proof of payment of our service fee, and documents in accordance with the instructions posted on our website. When your visa application is complete, we will courier your visa application including your original passport to the Australian Embassy, Berlin for visa processing and decision. We shall monitor processing at the Australian Embassy, Berlin and advise you of their decision;

5. SERVICE FEE AND PAYMENT

You shall pay AITS the service fee in advance for your selected visa application.

Australian Government visa application charges and our service fee 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 by health and character testing; English translation of supporting documents; certification of supporting documents to be true and correct copies of original documents; courier service/s in addition to routine delivery of your application to Germany and return of your passport to Switzerland; additional services arising from non-routine processing or requests by the Australian Immigration authorities for additional information/documents;

7. LIMITATIONS OF SERVICE

We do not make any representation that your visa application will be approved at the Australian Embassy, Berlin. The power to grant or refuse a visa application vests solely in DIAC or any diplomatic post authorised by DIAC.

We do not make any representations that your visa application will be assessed and finalised by the Australian Embassy, Berlin to meet your proposed travel date to Australia. You should not make travel arrangements to Australia before your visa application is approved by the Australian Immigration authorities and your passport is returned to you. Processing times vary according to DIAC workloads and available resources at the Australian Embassy, Berlin. 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 service fee, your completed 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 DIAC 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 Registered Migration Agents 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 6 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 your visa application and passport to the Australian

Embassy, Berlin. By forwarding your visa application to our office, you accept that your visa application and passport will be sent by courier to the Australian Embassy, Berlin for processing. We are 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 the Australian Embassy, Berlin 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. 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. 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.

12. SUB-CONTRACTS

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

13. 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 (RMA 0318572) who works in accordance with the Code of Conduct available at www.mara.com.au or from our office.

Information on the regulation of the migration advice profession is attached to these terms of service. You acknowledge that you have had access to and the opportunity to read this document prior to engaging the services of a registered migration agent.

14. 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.

15. 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.