

TONZNOW LTD

Immigration Advisers

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www.tonznow.co.nz

CLIENT APPOINTMENT CONTRACT

Registered for GST
GST No: 102 730 895

.....
Client Name

.....
Address

.....
Phone Number

1. Instructions

- 1.1 The client instructs the company to act as immigration advisers.
- 1.2 The client instructs the company to act in the following matters
Expression of Interest for residence, followed by residence application when invited to apply
- 1.3 The client is entitled to seek legal advice before signing this contract.

2. Charges

- 2.1 We charge a set fee and advise the client of that fee at the time of signing the contract.

3. Complaints Procedure

- 3.1 The company has a complaints procedure. Any complaint the client has about the company's dealings with the client must be made initially to the person who has carried out the work and who is the subject of any complaint.
- 3.2 The client must write to the company setting out the complaint and reasons for dissatisfaction as well as the client's proposal for resolution of the complaint.

- 3.3 On receipt of the written complaint the complaints procedure is such that the person complained about would ask to meet with the client and discuss the complaint and put in writing any view of the complaint or resolution possible. This would be done within five working days. If for any reason a response is not able to be made then the client would be notified in writing with a timeframe provided.
- 3.4 If the client is unsatisfied with the result of the company's complaint procedures then the client has a right to lodge a written complaint with the Immigration Advisers Authority. The Code of Conduct and Complaints Procedure can be found at www.iaa.govt.nz.

4. Terms and conditions

- 4.1 The company will act in the client's best interests to carry out the client's instructions.
- 4.2 The company reserves the right to cease to act where the client cannot or will not provide instructions required in addition to those specified under the heading "Instructions" or where the company is of the opinion the client has misled or deceived the company in any material way.
- 4.3 The company will keep the client informed of the steps taken to carry out the client's instructions.
- 4.4 By instructing the company the client accepts liability to pay the accounts that the company may render for the work done together with all disbursements incurred in respect of the client's instructions.
- 4.5 Upon signing this contract the Client will pay to TONZNOW LTD the fees set out in Schedule 1 attached in accordance with the terms and conditions of payment set out in Schedule 1.

5. What are the company's obligations to the client?

- 5.1 The company will not refund moneys paid for immigration matters if the client does not meet immigration policy requirements in place at the time of filing the application. The company cannot be responsible for any retrospective policy changes which may affect the application.
- 5.2 The client will promptly provide all necessary information and documentation that the company shall request and warrants that all such information and documentation shall be complete, true and accurate.
- 5.3 All information and documentation given by the company shall be treated by the company as confidential and shall not be passed to a third party other than Immigration New Zealand without the permission of the client.
- 5.4 The company undertakes to present the client's application in a professional manner and monitor progress with Immigration New Zealand to ensure the speedy processing of the client's claim.
- 5.5 The company undertakes that the moment any information on any client's file is received from Immigration New Zealand, the company shall immediately contact the client and advise the client.

6. How does the company charge:

- 6.1 In fixing the fee the company is entitled to take into account considerations such as:
- (i) The time and labour spent.
 - (ii) The urgency and circumstances in which the work is undertaken and any time limits, including time limits imposed by the client.
 - (iii) The complexity of the matter and the difficulty of the questions involved.

7. Fees and Disbursements:

7.1 In addition to any fees specified and agreed, the client shall pay the cost of all services provided by third parties including but limited to:

- NZ Government application fee
- Qualification assessment fees
- Medical examination fees
- Translation and interpretation fees
- Any other fees payable to agencies which are necessary for the processing of the application

7.2 The deposit agreed for commencement of work prior to filing any immigration matters shall be non refundable.

7.3 The client accepts full responsibility for all documents returned to them and which for any reason whatsoever do not arrive. The company cannot accept responsibility for any courier company loss.

8. Retention of records:

8.1 Files and documents will be retained by the company for a period of seven years after which they will be destroyed.

SCHEDULE ONE – FEES

FEE AGREED: \$..... (Inclusive of GST)

CONSISTING OF:

Deposit: \$.....

Balance: \$.....

NZ government fee : \$.....

PAYMENT TERMS AND CONDITIONS

1. DEPOSIT: To be paid upon signing of contract
2. BALANCE: To be paid by:
3. NZ GOVERNMENT FEE: To be paid when the application is lodged

DATED this day of 2010

Signed: _____

For and on behalf of
TONZNOW LTD

Geeta Gupte
Name

Immigration Adviser
Occupation

Signed: _____

Client

Name

Occupation