

General Terms of Business – Migration Planning Session

一般业务条款-移民计划会议

1 Billing Arrangements 帐单安排

You will be issued a client copy transaction record for card payments and a tax invoice upon completion of the Migration Planning Session.

在完成移民计划会议后，我们将为您提供信用卡付款的客户副本交易记录和税务发票。

2 Acceptance of Offer 接受要约

You accept the provision of the Migration Planning Session by proceeding with the session. Upon acceptance you agree to pay for our services on these terms.

当您进行移民计划会议时即视为接受本条款。接受后，您同意按照这些条款为我们的服务付费。

3 Code of Procedure 程序守则

We will be dealing with you in the following manner during our Migration Planning Session.

在我们的移民计划会议期间，我们将通过以下方式与您联系。

- (a) Our immigration lawyers and migration agents will identify relevant issues and assist in curating several pathways for your selection during your Migration Planning Session (MPS). We will communicate clearly to you factors relevant to

我们的移民律师和移民代理将在移民计划会议（MPS）期间确定相关问题并协助您选择几种途径。我们将向您明确传达与以下有关的内容：

- choosing between available options, and
在可选择的途径之间进行选择，以及
- course of action, and
行动方针，以及
- consequences of each options including procedural requirements, costs, timeframes and the dynamic nature of the immigration law
每种选择的后果，包括程序要求，成本，时间表和移民法的动态性质。

- (b) **Response Time After MPS:** If you make an enquiry by email/phone/sms after your MPS, it is our policy to endeavor to respond within 24 hours (on business days). As our office is closed on weekends, we will revert on the following business day

MPS 之后的回复时间：如果您在 MPS 之后通过电子邮件/电话/短信询问，我们的政策是努力在 24 小时（工作日）内回复。由于我们的办公室在周末关闭，我们将在下一个工作日恢复工作。

- (c) **Book Another Session:** If you'd like to schedule another session with our immigration lawyers and migration agents you can visit our website [HERE](#).

预定另一场会议：如果您想与我们的移民律师和移民代理安排另一场会议，您可以在[这里](#)访问我们的网站。

- (d) **Cancellation:** We may cancel your Migration Planning Session if no payment directions are received prior to the scheduled time.

取消：如果在预定时间之前未收到付款指示，我们可能会取消您的移民计划会议。

4 Interest Charges 利息收费

Interest at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 ("Uniform General Rules") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you.

给您税务发票后的 30 天，将依据 2015 年法律专业统一规则（“统一规则”）第 75 条（“澳大利亚储备银行设定的现金利率目标加 2%”）中规定的最高利率下，收取利息。

5 Recovery of Costs 费用收回

The *Legal Profession Uniform Law (NSW)* ("the Uniform Law") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Uniform Law) has been given to you.

法律职业统一法（NSW）（“统一法”）规定，只有在您收到税款发票（符合《统一法》）之后 30 天，我们才能采取行动收回法律费用

6 Your Rights 您的权利

It is your right to 您有权：

- (a) negotiate a costs agreement with us;
与我们协商费用协议；
- (b) negotiate the method of billing (e.g. task based or time based);
协商计费方式（例如，基于任务或基于时间）；
- (c) receive a written bill for work done;
收到已完成工作的书面帐单；
- (d) request an itemized bill; and
要求提供逐项帐单；和
- (e) contact your local regulatory authority
与您当地的监管机构联系

If you request an itemised bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:

如果您要求逐项开具发票，并且其中指定的法律费用总额超过了以前针对同一问题的一次性付款帐单中指定的金额，则只有在以下情况下，我们才能追偿额外费用：

- (a) when the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill, and
当提供了总付账单时，我们以书面形式通知您，任何分项账单中指定的法律费用总金额可能会高于总付账单中指定的金额，并且
- (b) the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.
根据统一法第 292 条的规定，在费用评估后或有约束力的裁决后，确定应支付费用。
- (c) Nothing in these terms affects your rights under the Australian Consumer Law.
这些条款均不影响您在澳大利亚消费者法下的权利。

You will be informed as soon as practicable if there are any significant changes to the legal costs that will be payable by you. 如果您需要支付的法律费用有任何重大变化，我们将在切实可行的范围内尽快通知您。

7 Your Rights in relation to a Dispute 您与争议的权利

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

如果您对我们的法律费用的任何方面有争议，则可以通过以下途径解决：

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
首先，我们鼓励您与我们讨论您的疑虑，以便发现任何问题，我们将有机会迅速解决此问题，而不会对我们的业务关系造成不利影响
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. An application for assessment must be made within 12 months after the final bill in this matter was provided or request for payment made or after the costs were paid.
您可以向新南威尔士州最高法院的成本评估经理申请对我们的收费进行评估。必须在提供此事项的最终费用或提出付款要求后或支付费用之后的 12 个月内提出评估申请。

If a dispute arises—out of or relating to this agreement, or the breach, termination, validity, or subject matter thereof, or as to any related claim in restitution or at law, in equity or pursuant to any statute—you agree to:

如果因本协议，违反，终止，有效性或标题的事项或与本协议有关的任何争端而引起纠纷，或者是针对归还或依法，衡平法或根据任何法规提出的任何索赔，您则同意：

- (c) discuss the dispute with the aim of reaching an agreement that is acceptable to both sides with the Solicitor Director, before proceeding with the steps listed from 6(d) to 6(h) or raise a complaint with OMARA.
在进行第 6 (d) 至 6 (h) 所列步骤或向 OMARA 提出投诉之前，讨论争端，目的是与双方律师达成双方都可以接受的协议。
- (d) If you request an opportunity to discuss the dispute, you should attempt to reach an agreement within 21 days of that request (or a longer period if agreed)
如果您请求有机会讨论争议，则应尝试在提出请求后的 21 天内达成协议（或更长的期限（如果同意））
- (e) If you and the Agent cannot reach an agreement within 21 days, you agree to refer the dispute to the Australian Disputes Centre (ADC) for final settlement by a single arbitrator appointed in accordance with the Rules of the ADC, or by another dispute resolution process suggested by ADC and accepted by you and the Agent. It is expected that any fees payable to ADC or to the person appointed by ADC will be paid by you.
如果您和代理在 21 天内无法达成协议，您则同意将争议提交给澳大利亚争议中心（ADC），由根据 ADC 规则任命的一名仲裁员或另一位仲裁员最终解决 ADC 建议并由您和代理接受的争议解决流程。预计应付给 ADC 或 ADC 指定的人的任何费用都将由您支付。
- (f) If you or the Agent have been unable to resolve their dispute through ADC, either party may commence Court proceedings but not before the expiry of 28 days from the date of referral to ADC.
如果您或代理无法通过 ADC 解决争议，则任何一方都可以提起诉讼，但不得在移交给 ADC 之日起 28 日之前。
- (g) You may vary the procedure set out in this clause if you can establish that Department of Home Affairs may require you to depart Australia.
如果您可以确定内政部可能要求您离开澳大利亚，则可以改变本条规定的程序。
- (h) You acknowledge and understand that any requests for refund will be considered as a dispute under this clause and you agree to dispute resolution process.
您承认并了解，根据本条的规定，任何退款要求都将被视为争议，并且您同意解决争议的程序。

8 Lien 留置权

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours:

在不影响我们对您的资金，票据和其他财产应有的法律留置权的情况下：

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid; and
我们有权以留置权的方式保留我们持有的您的任何资金，财产或票据，直到应付给该公司的所有费用，支出，利息和其他款项为止付费，同时
- (b) our lien will continue notwithstanding that we cease to act for you.
即使我们不再代您行事，我们的留置权仍将继续。

9 Privacy 隐私权

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties. All conferences and correspondences between you and the Agent (including all persons expressly authorized by you) are recorded. You may at any time request the recording to cease.

在提供法律服务的过程中，我们将从您那里收集个人信息。我们也可能通过第三方搜索，其他调查以及有时从不利的另一方获得个人信息。您与代理（包括您明确授权的所有人员）之间的所有会议和通信记录，您可以随时要求停止录制。

We are required to collect the full name and address of our clients by Rule 93 of the Uniform General Rules. Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of Rule 47 of the Uniform General Rules and to comply with our duty to the courts.

统一总规则第 93 条要求我们收集客户的全名和地址。还必须收集准确的姓名和地址信息，以符合统一总则第 47 条中的信托帐户记录保留要求，并符合我们对法院的职责。

Your personal information will only be used for the purposes for which it is collected or in accordance with the *Privacy Act 1988* (Cth). For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances.

您的个人信息将仅用于收集目的或根据 1988 年隐私法（联邦）使用。例如，我们可能会使用您的个人信息来提供考虑到您的个人情况的建议和建议。

If you do not provide us with the full name and address information required by law we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading.

如果您没有向我们提供法律要求的全名和地址信息，我们将无法为您服务。如果您没有向我们提供我们要求其他个人信息我们的建议可能对您是错误的或具有误导性。

Depending on the nature of your matter the types of bodies to whom we may disclose your personal information include the courts, the other party or parties to litigation, experts and barristers, the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of Lands, the Registrar General, Department of Home Affairs, and third parties involved in the completion or processing of a transaction. 根据您事务的性质，我们可能披露您个人信息的机构类型包括法院，诉讼的另一方，专家和大律师，国家税务局，PEXA Limited，土地和财产信息部地政总署，司法常务官，内政部以及参与完成或处理交易的第三方的代表。

We do not disclose your information overseas unless your instructions involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal information to overseas recipients associated with that matter in order to carry out your instructions.

除非您的指示涉及与海外各方的交易，否则我们不会在海外披露您的信息。如果您的事务涉及海外当事人，我们可能会向与该事务有关的海外收件人披露某些个人信息，以执行您的指示。

We manage and protect your personal information in accordance with our [privacy policy](#) [which can be found on our firm's [website](#) or a copy of which we shall provide at your request]. Our privacy policy contains information about how you can access and correct the personal information we hold about you and how you can raise any concerns about our personal information handling practices. For more information, please contact us in writing. 我们会根据我们的[隐私政策](#)（可以在我们公司的[网站](#)上找到该信息，也可以应您的要求提供副本）来管理和保护您的个人信息。我们的隐私政策包含有关您如何访问和更正我们所掌握的有关您的个人信息以及您如何对我们的个人信息处理做法提出任何疑问的信息。有关更多信息，请以书面形式与我们联系。

10 Translator/Interpreter 翻译者/口译员

Upon signing of this Agreement, you acknowledge that we have advised you to obtain a [qualified translator/interpreter](#) for the translation of documents and interpretation of communication throughout the course of our engagement. You will not hold us liable for any unofficial verbal or written translation provided. 签署本协议后，您承认我们已建议您在参与的过程中，请[合格的翻译/口译人员](#)进行文件翻译和通讯解释。您将不能要求我们对提供的任何非正式口头或书面翻译负责。

11 Electronic Communication 电子通讯

We are able to send and receive documents and communicate or correspond with you electronically. Information transmitted electronically cannot be guaranteed to be private or free of viruses or errors and consequently such information could arrive late or be intercepted, corrupted, lost, destroyed or incomplete or otherwise be adversely affected or unsafe to use. We will not be liable to you in respect of any error or omission, loss of confidentiality, and/or any claim you may have arising from or in connection with the electronic communication of information to you, including as a result of any unauthorised copying, recording, reading or interference with that document for any delay or non-delivery of any document and for any damage caused to your system or any files. If you do not accept these risks, you must promptly notify us in writing that you do not want us to communicate electronically with you. Please read our [legal notice](#)

我们能够发送和接收文档，以及通过电子方式与您交流或通信。以电子方式传输的信息不能保证是私有的，没有病毒或错误，因此，此类信息可能延迟到达或被拦截，破坏，丢失，破坏或不完整，否则会受到不利影响或使用不安全。对于因与您进行信息的电子通讯所引起的或与之相关的任何错误或遗漏，机密性丢失和/或您提出的任何索赔（包括由于未经授权的复制，记录，阅读或干扰该文档，以防任何文档的延迟或未交付以及对系统或任何文件造成的损坏。如果您不承担这些风险，则必须立即以书面形式通知我们您不希望我们与您进行电子通信。请阅读我们的[法律声明](#)

12 GST 消费税

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these charges.

在适用的情况下，我们的专业费用和支出会产生商品及服务税，并将在我们的税务发票上清楚显示。接受这些条款，即表示您同意向我们支付相当于这些费用征收的 GST 的金额。

13 Governing Law 适用法律

The law of New South Wales governs these terms and legal costs in relation to any matter upon which we are instructed to act.

这些条款和法律费用与我们被指示要采取的行动有关，均由新南威尔士州法律管辖。

14 Liability 责任

To the maximum extent permitted by law, the aggregate liability of the legal (including related entities) for any losses arising

directly or indirectly out of, or in connection with, the services (including the use by you or any other person of any deliverable under this agreement) is capped at the value of the fees that become payable under this agreement (the Liability Cap). Our liability is limited by a scheme approved under Professional Standards Legislation. All legal practitioners employed by the Agape Henry Crux are members of the scheme. Under the scheme, our maximum aggregate liability for any losses arising in relation to this Agreement is capped at A\$1,500,000. Our coverage by the scheme does not derogate from our limitation of liability. If, under any applicable Professional Standards Legislation, the maximum liability of the legal practitioner and/or Agape Henry Crux for Losses arising from this Agreement would be:

在法律允许的最大范围内，法律的总责任（包括相关实体）对因服务而直接或间接产生的任何损失（包括您或任何其他其他人使用根据本协议）的上限为根据本协议应支付的费用金额（“责任上限”）。我们的责任受专业标准立法批准的计划限制。Agape Henry Crux 雇用的所有法律从业人员都是该计划的成员。根据该计划，对于与本协议相关的任何损失，我们的最高总责任限额为 1,500,000 澳元。我们对计划的承保范围不会减损我们的责任限制。如果根据任何适用的专业标准立法，法律从业人员和/或 Agape Henry Crux 对于因本协议引起的损失的最大责任为：

- a higher amount than the Liability Cap, then, to the maximum extent permitted by law, the Liability Cap will apply in place of the maximum that would otherwise apply under that Professional Standards Legislation; or 高于责任限额，那么，在法律允许的最大范围内，责任限额将代替该专业标准法规应适用的最高限额；或
- a lower amount than the Liability Cap, then the Liability Cap will be deemed to be equal to the maximum liability of the legal practitioner and/or Agape Henry Crux under that Professional Standards Legislation. 低于责任限额的金额，则责任限额将被视为等于该专业标准法规下法律执业者和/或 Agape Henry Crux 的最大责任。