

TONZNOW LTD

Immigration Advisers

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CLIENT CARE

1. Instructions

- 1.1 When the client instructs the firm to act as the client's immigration adviser the client and firm enter into a contractual agreement for immigration services. The client is entitled to seek legal advice before signing the contract.

2. Charges

- 2.1 We charge a set fee and advise the client of that fee at the time of signing the contract.
- 2.2 Any estimate given by the firm for fees, agency fees and disbursements is plus GST and it represents the firm's best estimate of cost to carry out instructions.

3. Complaints Procedure

- 3.1 The firm has a complaints procedure. Any complaint the client has about the firm'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 firm 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.
- 3.4 If the client is unsatisfied with the result of the firm'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 firm will act in the client's best interests to carry out the client's instructions.
- 4.2 The firm 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 firm is of the opinion the client has misled or deceived the firm in any material way.
- 4.3 The firm will take reasonable steps to keep the client informed of the steps taken to carry out the client's instructions.

- 4.4 By instructing the firm the client accepts liability to pay the accounts that the firm 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 firm's obligations to the client?

- 5.1 The firm 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 firm cannot be responsible for any retrospective policy changes which may affect the application.
- 5.2 For immigration matters the client will promptly provide all necessary information and documentation that the firm 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 firm shall be treated by the firm 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 firm 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 firm undertakes that the moment any information on any client's file is received from Immigration New Zealand, the firm shall immediately contact the client and advise the client.

6. How does the firm charge:

- 6.1 In fixing the fee the firm is entitled to take into account considerations such as:
- (i) The time and labour spent.
 - (ii) The skill, specialised knowledge and responsibility required.
 - (iii) The importance of the matter to the client and the results achieved.
 - (iv) The urgency and circumstances in which the work is undertaken and any time limits, including time limits imposed by the client.
 - (v) The degree of risk assumed by the firm in undertaking the services including the amount of value of any property involved.
 - (vi) The complexity of the matter and the difficulty or novelty of the questions involved.
 - (vii) The experience, reputation and ability of the personnel carrying out the work.
 - (viii) The possibility that the acceptance of the instructions will preclude employment of the firm by other clients.
 - (ix) The reasonable costs of running a law practice.

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 firm cannot accept responsibility for any courier company loss.

8. Lien:

8.1 Where the work has been done by the firm but the firm has not been paid by the client, then the firm has the right to retain original documents and the correspondence on the client's files until such time as all outstanding fees, disbursements and other expenses have been paid. This is known as a lien.

8.2 This shall be particularly important in circumstances where the client decides for whatsoever reason to instruct another immigration adviser. The client must pay all outstanding fees, disbursements and other expenses before the firm releases the client files to the client's new adviser.

9. Retention of records:

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

10. Confidentiality:

10.1 The firm will hold all information concerning the business affairs of the client in strict confidence and shall not divulge such information except where required or permitted to do so by require, or the client expressly or impliedly authorises the firm to make such disclosure.

10.2 The Client will promptly provide all necessary information and documentation that TONZNOW LTD shall request and warrants that all such information and documentation shall be complete, true and accurate.