



Australian Relocation Programme

TOTAL SERVICE FEE - AUD\$5,500.00

Stage One: Job Search and Employment Support Service
50% Deposit due before work commences: \$2,750.00

The most successful way of searching for work in Australia is by directly approaching employers. This includes media search activities. The Visacorp relocation programme is underpinned by the Migration Agents Code of Conduct which can be found attached to this package. Visacorp will provide employment search services to foreign nationals who are skilled and qualified in occupations on [this Australian occupations list](#). If your occupation is not on this list then it is highly unlikely that we can assist you. If your occupation is not on this list and you have not been assessed by our migration agents then please do not sign this document or pay any money to Visacorp. You should only be reading this information if you have been pre-assessed by our migration agents.

Once you proceed with this service, our registered migration agents and support staff will act as your Australian employer liaison officers and employment reverse marketers. We will assist you to obtain interviews with Australian employers which will ideally lead you to a secure job offer in Australia and an associated sponsorship visa.

Our registered migration agents can answer all immigration related queries that Australian employers may have. Our agents can coach Australian employers on the sponsorship process if they have not sponsored anyone before.

It is very useful to have a migration agent working with you and with your potential employer when attempting to secure job interviews as an overseas applicant. Having a registered migration agent working with you means that the employer has a full understanding of what sponsorship is all about. It also means that you obtain feedback via our migration agents which might be vital for negotiating your pay-rate, position and your potential employer's thoughts.

Employers can be reassured that the entire sponsorship and visa application process will be managed by qualified, registered professionals who know what they are doing. This does take the fear out of the sponsorship process. In our experience, Australian employers like to have the peace of mind that they are not going to have to do immigration paperwork on their own. It can be a big turn-off for Australian employers if they think that they need to handle complex immigration applications on their own. In our experience it is a lack of employer knowledge and an unwillingness to handle paperwork without any help which is the main barrier to hiring overseas applicants. This is why non-Australian applicants who approach Australian employers directly so often get the 'cold shoulder'. The involvement of migration agents from the beginning helps to remove this hurdle.

A job offer will be vital for the processing of your sponsorship visa.

Visacorp migration agents will be responsible for identifying and establishing relationships with local Australian businesses on your behalf. We will approach Australian employers to source and secure job interviews and employment opportunities for you.



The advantage to you is that we have experience in marketing, sales, telemarketing, cold –calling and presentations. We have a good understanding of the Australian labour market. We are results and outcomes focussed. Once you get a job offer only then can we process your visa. We also have excellent time management and organisational ability and will report progress to you in a timely manner.

We will send you regular reports that consider employer locations, hiring trends, numbers and locations of jobs and vacancies, industry trends, licensing and registration requirements, client strengths and weaknesses and our intended approach.

Part of this service includes a CV and Resume Review and Re-Presentation.

You will need a professional document fit for the Australian employment market. The CV will also be used for your immigration application. It is not compulsory to have the CV makeover, but going against our advice may weaken your chance to be interviewed or a visa approved. Therefore going against our advice with your CV cancels any entitlement to refunds. If do not have a basic CV and require Visacorp to create a CV for you then we can create one for you for AUD\$250.00. A CV make-over incurs no extra charges.

Stage Two: Sponsorship Visa Application
Final 50% due before work commences: \$2,750.00

The visa application service will be one of the following types, depending on your situation and what has been negotiated with your employer:

- a) Employer Sponsored Migration (permanent residency)
- b) Regional Sponsored Migration Scheme (permanent residency)
- c) 457 business long-stay visa application (temporary residency up to 4 years)
- d) State / Territory Sponsored Residency (permanent residency)

The type of visa that Visacorp apply for on your behalf will depend on the requirements of the employer and the type of position that they would like to offer to you. Any of the above visa application services are included within this contract.

Government visa, health and character application fees are not included in this contract and are in addition to the fees in this contract.



Australian Relocation Programme Client Agreement

BETWEEN Party A:

Visacorp Pty Ltd , Level 7, 428 George Street, Sydney NSW 2000 Australia
 ABN 52 098 630 481
 Telephone +61 2 9221 0370 Fax +61 2 9221 1182
 E-mail: relocationprogramme@visacorp.com.au Website: www.visacorp.com.au

AND Party B:

.....
("the Applicant")
 of

.....
 ...

.....(physical and
 postal address of Applicant)

Telephone no

.....

E-mail:

.....

Objective

The two parties wish to work together for the provision of Australian job search / employment support services and Australian sponsorship visa application service.

Party Status

- 2) Visacorp is an Australian registered company duly competent to:
 - a) Seek, source and negotiate job vacancies within Australia that meet visa requirements, and
 - b) provide general employment consulting services for migrants to Australia; and
 - c) provide employer sponsored visa application services and other migration advice through our registered migration agents.
- 3) The Applicant agrees that Visacorp is an Australian migration agent and is responsible for the provision of immigration application services and immigration policy advice



- 4) The Applicant is an independent person who wishes to utilise the services of Visacorp to receive Job Search support, marketing of the Applicant to Australian employers and any resultant visa application assistance.

Rights and Obligations – THE APPLICANT

- 5) The Applicant shall, at the Applicant's own expense:
- provide immigration and employment related documents to future employers, Visacorp, DIAC or State Governments and will quickly provide copies of these documents when requested by Visacorp for the purpose of a visa application.
- 6) The Applicant:
- hires Visacorp as an independent contractor to source and promote job vacancies on the Applicant's behalf;
 - agrees that Visacorp has the sole right to control and direct the means and method by which the search for job vacancies is performed;
 - agrees to follow all fair and reasonable suggestions made by Visacorp in the interests of increasing the employment prospects of the Applicant.;
 - agrees that the final decision on any employment, sponsorship or visa application lies solely with the employer, State/Territory Government or DIAC and is beyond the direct control or influence of Visacorp;
 - agrees that they will not request or urge Visacorp to act in any way that infringes on any law in any country or on any intellectual property rights.
 - agrees he or she is free to act as they see fit in terms of accepting or negotiating employment with any employer, recognising that certain limitations may be a part of the Applicant's visa, and the Applicant will not hold Visacorp responsible in any way for any aspect of performance by the employer.
 - will not act or fail to act in any way that besmirches or brings Visacorp's reputation or name into question by any Government Authority or non-Government person;
 - will not withhold any information or material that may have impact on the accuracy, content or integrity of the representations being made to prospective employers, State Government and DIAC;
 - Without Visacorp's written approval, the Applicant cannot reuse, copy or recycle any of Visacorp's documents and material nor permit or encourage any other Applicant, migration agent or person to do so. Copying or reusing any part of Visacorp's information or work to assist a different Applicant is not permitted and may result in legal action.

Failure to follow the above requirements or misrepresenting or withholding information will release Visacorp from any and all commitments and obligations under this agreement.

Rights and Obligations – VISACORP

- 7) Visacorp will supply a list of critical documents and information for the Applicant to provide so that Visacorp can pursue the best possible employment outcomes for the Applicant. Requested information must be promptly given to Visacorp using good reproduction quality and information of the highest integrity. Work may be delayed if Visacorp has to wait for information or seek explanation. Failure to supply requested information quickly may result in cancellation of the job search project and/or sponsorship visa application service.
- 8) In the interests of maximising the Applicant's employment prospects, Visacorp may recommend amending or rewriting an employment profile or shifting the job search activity to another location, occupation or visa class. Such suggestions will initially be discussed with the Applicant before the Applicant will be asked to agree to a change in job search strategy.



- 9) Once the strategy has been selected and the agreed fee has been paid, Visacorp will:
- a) assess or recommend employment and visa strategies for the Applicant including continuous, current, visa and immigration advice which may affect any strategy. Agreement about the preferred job type is required before the job search work can be researched or started. After starting to source or negotiate with prospective employers on the Applicant's behalf, the range of locations and types of jobs cannot be changed significantly without Visacorp migration agents' approval. Changes may result in extra cost to the Applicant;
 - b) use its best endeavours to legally aid and assist the Applicant in complying with all applicable employment laws and procedures related to obtaining work in Australia.
 - c) respond to any request made by the Applicant where the employer is not honouring contracted employment terms. Such response will at very least include referral to relevant Government agency or any organisation that can assist or protect the Applicant's rights in any dispute.
 - d) answer all enquiries made by the Applicant within 48 hours where possible.
- 10) Despite taking every reasonable care in matching and promoting an Applicant to prospective employers, Visacorp cannot guarantee the performance of any employer in offering a job or selecting the Applicant for consideration or executing actual employment terms and conditions as obliged under law or agreed as part of the job offer.
- 11) Unless written agreement is given otherwise, Visacorp retains all rights to all associated documents including copyrights.

12) **Fee / Payment Schedule**

- a) The Applicant shall arrange to pay Visacorp the fees specified in Schedule A (Appendix) by direct credit standing order mandate or credit card (Visa / Mastercard), international bank transfer to the Visacorp client account, or credit card payment, ensuring that the full value of the invoice is paid without bank deductions. Visacorp will provide a receipt or invoice for this amount.
- b) Service fees do not include any applicable Government application fees, visa application charges imposed by DIAC, health clearance charges or character clearance fees.
- c) All fees quoted in this agreement are exclusive of GST, presently 10%, and must be charged if the Applicant is tax resident in Australia and the payment is made within Australia. Overseas Applicants paying for this service through our migration agent client account do not need to pay GST.
- d) When Visacorp receives the required payment and all information requested, Visacorp will then commence work on the Applicant's job search. Visacorp will always note any potential delay in receiving information from an employer or third party.
- e) Where the job search is generating strong interest from employers, Visacorp will work with the employer and Applicant to coordinate job interviews between employer and Applicant. This may involve telephone, internet or personal meetings. Unless agreed with Visacorp and for good reason only, failure by the Applicant to participate in employer requested job interviews means the contracted job search service has been completed. Further search work will require a new fee paid.
- f) The second part of the service fee is payable once the Applicant has secured a job offer in writing and before the visa application service is commenced.
- g) Once a job offer has been provided to the Applicant or their representative, all final fees are payable to Visacorp so that we may proceed to commence work on the visa application. For clarity, all outstanding costs must be paid in full before the Applicant can take up any offer of work that is facilitated or coordinated by Visacorp



- h) Visacorp will answer any reasonable sponsorship, immigration and visa questions raised by an Employer, State Government and/or DIAC in regard to the Applicant or Job Offer at no extra cost. This includes queries which relate to changes to immigration policy, sponsorship obligations, changes to sponsorship requirements, interpretation and explanation of immigration regulations, and can be answered with information in Visacorp's possession.
- i) If an Applicant cancels the contract or withdraws at any time before completion, there may be a part refund of the fee received by Visacorp. A refund may be paid after allowing for administration costs and reasonable deduction for work performed to date leaves a surplus amount. The refund amount will be set by Visacorp.
- j) If the Applicant refuses to take up a third reasonable and compliant job offer without good reason, the search contract will be terminated and a further fee will be charged to the Applicant before continuing.
Where the Applicant refuses to pay these other charges, the contract will be deemed to be concluded and Visacorp will be released from any and all obligations under this agreement.
- k) After facilitating a successful job offer for the Applicant, the Applicant's job search component of this contract will be completed and Visacorp will proceed to the visa application service component of this contract.

The attached worksheet indicates the possible cost of migrants coming to Australia and searching for work privately. Calculations show that private costs are usually greater than Visacorp service fees.

Refund Policy – APPLICANT & VISACORP.

All fees are based on time and effort expended by Visacorp. Visacorp's work is deemed to be a complement or substitute for the Applicant being in Australia and doing this work themselves.

- l) Visacorp is not offering or agreeing to provide either a guarantee for finding a job or refund for failure to find a job for the Applicant. Any opportunity to grant a refund is at the sole discretion of Visacorp and will only be considered on a case by case basis. In specific circumstances a refund cannot be considered:
 - i) where a visa or sponsorship proposal is declined by DIAC or State Government for any reason which is outside the control of Visacorp's migration agents; or
 - ii) where an application to DIAC is declined after Sponsorship from a State Government has been obtained for a reason which is outside the control of Visacorp's migration agents; or
 - iii) where changes are made to immigration policy, sponsorship requirements and/or legislation, or new interpretation is given to existing guidelines after the Applicant begins the service; or
 - iv) because of errors, act, omissions or negligence on the part of the Applicant, including, but not limited to:
 - (1) giving incomplete and/or incorrect information, for example:
 - (a) providing incomplete or poor personal or work references,
 - (b) providing inaccurate or false information on any form or supporting document; or
 - v) a refusal or failure in professional examination, medical or police clearance where these outcomes occur after job search has been started.

Refunds can however be considered where the applicant secures employment completely independently before Visacorp has secured any interviews or three months have elapsed,



whichever comes first. The applicant will then, only need to cover the costs of the visa application service component of this contract.

13) Timeframes

- a) A search project will be active for twelve months or until three interviews can be arranged, whichever comes **later**.
- b) Visacorp will use its best endeavours to ensure each job search project and sponsorship visa application service is completed as quickly as possible without compromising service quality standards.
- c) The Applicant accepts that Visacorp is not able to guarantee any time frames for the processing of a sponsorship or visa the application, as timeframes are decided by an employer, a State Government or DIAC, however the use of a registered migration agent will increase the chances of a successful visa outcome.

14) Term of the Agreement

This agreement shall be effective from the date written below and shall continue in force until it is either terminated by the written instruction of either party, or three job interviews are secured for the applicant, or twelve months has elapsed. The agreement is renewable upon the mutual consent of both parties.

15) Notice and Acknowledgement

This Agreement will be executed in duplicate and each party will hold one copy.

16) Confidentiality

The Applicant agrees to keep the content of this agreement strictly confidential at all times and further agrees not to release any part of this agreement to any non-Government third party without the express consent of Visacorp. The Applicant will not provide, share, copy or lend this document to any person, fellow Applicant, recruitment consultant, company or other entity.

Failure to keep this agreement confidential may lead to this contract being summarily terminated with all unused fees being forfeited to Visacorp. Further legal action may then be taken by Visacorp.

17) Variation

No variations or modifications to this Agreement will be effective unless made in writing and agreed by both parties.

18) Jurisdiction

In the case of disagreement, this agreement is to be governed by Australian Law.

DATED this..... day of.....2011

SIGNED by Visacorp Migration Agent

SIGNED by the Applicant



.....
Print Name

.....
Print Name

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MARN:

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Occupation

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