



# DEPARTMENT OF IMMIGRATION AND CITIZENSHIP

## ESTABLISHED CLIENT AGREEMENT

(in relation to the use of the streamlined electronic lodgement facility for visa applications and to become a business sponsor)

### Background to the Established Client Agreement

- A. The Department of Immigration and Citizenship (the "Department") provides for persons to lodge visa applications, applications to become a business sponsor, and applications to nominate a position to be filled by the holder of a visa, both electronically online, and in hard copy by mail or in person.
- B. In addition, the Department has a streamlined facility to allow Established Clients to electronically lodge visa applications, applications to become a business sponsor, and applications to nominate a position to be filled by the holder of a visa, (the "Facility").
- C. Access to the Facility is obtained by means of an Established Client Account with a Logon ID and password.
- D. The Department has agreed to give the Established Client access to the Facility on the terms and conditions contained in this Agreement.

## The Established Client agrees to the following:

---

### 1. Duration

1.1 This Agreement will commence on the date the Agreement is signed.

1.2 Subject to earlier termination in accordance with its terms, this Agreement will conclude in accordance with the terms of this agreement.

---

### 2. Acknowledgments by Established Client

2.1 The Established Client acknowledges that:

- (a) use of the Facility by the Established Client is wholly voluntary and does not involve any offer of payment from the Department, nor will the Established Client pay for access to the Facility;
- (b) the Department may terminate the operation or existence of the Facility at any time without notice where the Department, in its sole discretion, determines that the Facility should be withdrawn for security, economic, efficiency or any reason;
- (c) the Department may terminate the access by the Established Client to the Facility where activity contrary to the Agreement has occurred or where activity contrary to the Migration Act 1958, the Migration Regulations 1994, the Migration Agents Registration Application Charge Act 1997, or the Migration Agents Registration Application Charge Regulations 1998 has occurred;
- (d) it will not use its status as an Established Client to promote its services as a migration agent or business sponsor over those of non-Established Clients;
- (e) the Facility is an alternative to, not a replacement of, existing lodgement methods;
- (f) applications lodged using the Facility will be treated by the Department in the same way as applications lodged by any other method;
- (g) it assumes all risk associated with the use of the Facility, including without limitation the risk of its computers, software or data being damaged by any virus, worm, Trojan horse, or any other software, which might be transmitted or activated via its use of the Facility;
- (h) access to the Facility will automatically terminate if the Established Client does not use the Facility in any three month continuous period;
- (i) subject to the provisions of the Privacy Act 1998, the Department may disclose information provided by the Established Client to, or obtain information about the Established Client from, other government departments or agencies in order to assist the Department in assessing sponsorship applications, nomination applications, or visa applications, to assist in administering the Facility, or to ensure that Australian laws are complied with.

- 2.2 Where the Established Client is acting on behalf of an applicant, or applicants, the Established Client warrants that it has the legal authority to act on behalf of that applicant, or those applicants, whose sponsorship applications, nomination applications, or visa applications are lodged using the Facility.
- (a) The Department will take the existence of that legal authority as given, but may at any time request to sight written evidence of that legal authority for audit purposes.
- 

### **3. Liability and indemnity**

- 3.1 The Department accepts no responsibility for the completeness or accuracy of any of the information contained on or accessed through the Facility and makes no representations about its suitability for any particular purpose. The Established Client must make its own judgements about those matters.
- 3.2 To the extent permitted by law, the Department excludes all responsibility for loss or damage arising from the use of, or reliance on, the information contained on or accessed through the Facility whether or not caused by any negligence on the part of the Department or its agents.
- 3.3 The Established Client indemnifies the Department from and against any loss, cost or expense incurred arising from any claim, suit, demand, action or proceeding by any person against the Department arising from the Established Client's use of the Facility.
- 

### **4. Security**

- 4.1 Access to the Facility is restricted to the Established Client and will be via an Established Client Account with a Logon ID and password.
- 4.2 The Established Client must not disclose its Logon ID and password for the Facility to any other person. If a password becomes known to any unauthorised person, the Department must be contacted immediately, by telephone or e-mail, so that the relevant password can be changed.
- 4.3 The Department will take reasonable steps to ensure the security of information supplied by the Established Client using the Facility. However, the Department gives no guarantee that information supplied by the Established Client via the Facility will not be accessed by someone other than the Department or the Established Client.
- 4.4 The Established Client will take reasonable steps to ensure the security of information supplied by the Established Client using the Facility.
- 4.5 Information or materials which are offensive, pornographic, unsuitable for minors' access or otherwise of a criminal or violent nature may be accessible through the Facility either as a result of hacking or material placed on linked websites. The Department makes no representations as to the suitability of the information accessible for viewing by the Established Client's use of the Facility.

---

## 5. Status of the Established Client

- 5.1 The Established Client is not, merely by virtue of this Agreement, and will not, for any purpose, be deemed to be an officer, employee or partner of the Department, or as having any power or authority to bind or represent the Department.
- 5.2 The Established Client must not represent itself as being an officer, employee, agent or partner of the Department, or as otherwise able to bind or represent the Department.

---

## 6. Termination and reduction

- 6.1 The Department may or the Established Client may, at any time by notice, terminate this Agreement.
- 6.2 Where the Department or the Established Client has terminated this Agreement in accordance with the terms of this Agreement, the password issued to the Established Client will cease to be valid and the Established Client will not be able to access the Facility.
- 6.3 The Department will not be liable to pay compensation for termination of this Agreement and the Established Client will not be entitled to compensation for any losses incurred as a result of the termination.

---

## 7. Established Client signature

I have read, and agree to, the terms and conditions outlined above in relation to the creation and use of an Established Client Account in my name.

Established Client Name: \_\_\_\_\_

Established Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Established Client Account details

Form  
**1233**

Please provide the following details to enable an Established Client Account to be set up in your name.

1. Personal details

Title            Mr  Mrs  Miss  Dr

Family name   

Given names   

Migration Agent Registration Number (MARN) - if applicable    7 DIGITS

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

2. Contact details (it is necessary to provide a business hours phone contact).

Business hours phone    (AREA CODE )

Facsimile                    (AREA CODE )

Mobile phone               

Email address               

3. Address details

Address for correspondence

POSTCODE

4. Organisation details

Give the name of the organisation or business where you are employed.

Registered name           

Business Registration Number   

Trading name (if different)   

5. I agree to an Established Client Account being created in my name. All details provided on this form are correct.

Signature                     

Date                            DAY MONTH YEAR

Please send the completed form to the department as advised in the email that was sent to you.

Where an Established Client Account is created in your name, you will be contacted by telephone to facilitate the set-up of your Established Client Account.

Should DIAC not create an Established Client Account in your name, you will be notified of this in writing.

### DIAC authorised officer to complete

Tick the appropriate box.

I have sighted an *Established Client Agreement* signed by the person named on this form and have set up an Established Client Account in that person's name.

I have not set up an Established Client Account in that person's name.

Officer's name               

Telephone number            (AREA CODE )

Signature                     

DAY MONTH YEAR

Date

### About the information you give on this form

The information you provide on this form will be used to consider setting up and administering an Established Client Account in your name.

The collection, access, storage, use and disclosure by DIAC of the information you provide in this form is governed by the *Privacy Act 1988* and, in particular, by eleven Information Privacy Principles. DIAC may disclose information provided on this form to other government departments or agencies in order to assist in administering the Established Client Account, or to ensure that Australian laws are complied with.

The information form 993i: *Safeguarding your personal information*, gives details of agencies to which your personal information might be disclosed. Form 993i is available from DIAC offices, or from the DIAC website at [www.immi.gov.au/allforms/application-forms/index.htm](http://www.immi.gov.au/allforms/application-forms/index.htm)

#### Office use only

User ID

Password

Access Level                  Organisation

   Individual

DAY MONTH YEAR

Date notified

Identity verification