



Migration Portal and Forms Terms of Use



Dobson Mitchell Allport Migration Portal and Forms Terms of Use

These Terms of Use were last updated January 2019.

These terms and conditions (**Terms of Use**) apply to the use of Our Migration Assessment Form, Migration General Enquiry Form, Migration Questionnaires and Migration Portal (**Migration Portal and Forms**). In accessing or using the Migration Portal and Forms, You agree to be bound by and to comply with the Terms of Use. If You do not accept the Terms of Use, You must refrain from using the Migration Portal and Forms.

1. Migration Portal and Forms

The Migration Portal and Forms are owned and operated by Dobson Mitchell & Allport Pty Ltd (ACN 143 016 586). Throughout the Terms of Use We are referred to as **Dobson Mitchell Allport, We, Our** or **Us**. We refer to an individual as **You** or **Your**.

2. Acceptance of Terms of Use and Amendments

2.1 The Terms of Use apply to every person who uses the Migration Portal and Forms. Your access and continued use of the Migration Portal and Forms constitutes Your agreement to comply with the Terms of Use.

2.2 We may amend the Terms of Use from time to time without notice. Any amendment will be effective immediately. You should read the Terms of Use from time to time for any changes.

2.3 The Migration General Enquiry Form is part of Dobson Mitchell Allport's website. The Terms of Use therefore incorporate and must be read in conjunction with:

- a. The terms of use of Our website, available at <https://doma.com.au/terms/> (**Website**).
- b. Our Privacy Policy, available at <https://doma.com.au/privacy/> (**Privacy Policy**).
- c. The Migration Portal and Forms Personal Information Collection statement, available at <https://doma.com.au/advice/migration/migration-statement/> (**Personal Information Collection Statement**).

2.4 We will use any personal information You provide to Us via the Migration Portal and Forms in accordance with Our Privacy Policy and Personal Information Collection Statement, including but not limited to allowing Migration Manager Pty Ltd (**the Data Processor**) to process any personal information or other data entered into the Migration Portal and Forms.

3. Your use of the Migration Portal and Forms

3.1 The Migration Portal and Forms may be used by You to provide Us with Your personal details, information about Your circumstances and any relevant documentation. We may use the information and documents that You provide to Us through the Migration Portal and Forms to:

- a. provide advice to You at an initial advice appointment; and/or

- b. provide migration and/or other legal services to You as Our client.
- 3.2 You must not use the Migration Portal and Forms in a way that breaches the Terms of Use or for unlawful activities or purposes, You must not upload any documents, images or files that might be considered offensive, discriminatory or unlawful.
- 3.3 You acknowledge and agree that:
- a. the Migration Portal and Forms are *not* visa application forms.
 - b. the use of the Migration Portal and Forms is for the purpose of collecting information to assist Us in providing migration and/or other legal services to You. We may require further information from You in addition to information You have provided in the Migration Portal and Forms, in order to provide You with advice.
 - c. completing or uploading information or documents to the Migration Portal and Forms does not in any way guarantee the grant of a sponsorship, nomination, visa or other migration outcome. It is to collect information to assist Us with the services outlined at point 3.1.
 - d. You are responsible for all costs and fees associated with Your accessing of the Migration Portal and Forms including, but not limited to, internet and telephone costs and fees.
 - e. You will check Your emails regularly (at least weekly) and ensure that Your email mailbox can receive email notifications.
- 3.4 You warrant that the information and documents You have supplied or will supply to Us are accurate, complete and not false, misleading, deceptive, fraudulent or bogus.
- 3.5 You acknowledge that You will notify Us immediately if:
- a. You become aware that You have added incorrect information or documentation to the Migration Portal and Forms and provide Us with the corrected information.
 - b. You change Your email address or if You are unable to access emails, and provide Us with Your correct email address.

4. Scope of what We will do with the Migration Portal and Forms

- 4.1 By using the Migration Portal and Forms, You are providing Us an invitation to review the information You have provided and use that information to assist with the provision of services outlined at point 3.1.
- 4.2 Using or submitting the Migration Assessment Form or the Migration General Enquiry Form does not mean You are or will become Our client or that We are able to offer You an appointment for an advice consultation. We will still need to conduct Our normal conflict checks and otherwise assess whether We are in a position to assist You. We will also need to confirm Your instructions and/or obtain additional instructions from You before We can provide You with any advice.

- 4.3 If We act on Your instructions or make use of documentation or information provided by You that is incorrect, incomplete, fraudulent or bogus (whether deliberate or not), We will not be liable to You or to any third party for any loss or damage caused by Us acting in accordance with Your instructions or by making use of the documents or information. Further, We are relying on You to ensure that the information provided by You includes all relevant information and is not incorrect, misleading, fraudulent or bogus. As soon as the instructions, documents and/or information are added to the Migration Portal and Forms by You, We will assume that the information You have provided in the Migration Portal and Forms is complete and correct.

5. IT Security and Access

- 5.1 You must take Your own precautions to ensure that the process which You use for accessing the Migration Portal and Forms does not expose You to the risk of viruses, malicious computer code or other forms of interference which may damage Your computer system and/or mobile device. We do not accept responsibility for any security issues or damage to Your computer system or mobile device which arises in connection with Your use of the Migration Portal and Forms.
- 5.2 You must keep any logon or password details confidential and secure against unauthorised use at all times. You are responsible for any expense, loss, damage, costs, demands or liabilities arising out of or in connection with the use (including improper or unauthorised use) of Your username and password details. If You suspect that Your username and password has been lost, stolen or misused, You must notify Us immediately.
- 5.3 There is a risk that You may not be able to access Your information through the Migration Portal and Forms at any given time. The Migration Portal and Forms are reliant on computer and telecommunications systems provided by third parties (including but not limited to the Data Processor) and disruptions to those systems may result in the Migration Portal and Forms being unavailable from time to time. We will not be liable for any loss, damage, cost or expense resulting from any delay in operation or transmission, communications failure, internet access difficulties and malfunctions in equipment or software or third party systems.
- 5.4 We do not warrant, guarantee or make any representation that Your access to the Migration Portal and Forms will be uninterrupted or free of error.

6. Information in Migration Portal and Forms and changes to law

- 6.1 Migration law and policy are continuously updated and revised, and We do not warrant that the Migration Portal and Forms take into account the current law at any point in time.
- 6.2 All information provided by Us in the Migration Assessment Form and Migration General Enquiry Form is general information only and is not intended to constitute or substitute legal or other professional advice. While We make every effort to provide You with up to date information, information can quickly become out of date. We do not guarantee the accuracy, completeness, reliability or timeliness of the Migration Assessment Form and Migration General Enquiry Form or information on the Migration Assessment Form and Migration General Enquiry Form.

- 6.3 You should seek legal or other professional advice before acting or relying on any information or material which is made available to You in the Migration Assessment Form and Migration General Enquiry Form.

7. **Disclaimer of Liability**

- 7.1 To the extent permitted by applicable law, all representations, warranties and other terms are excluded. Dobson Mitchell Allport and the Data Processor are not liable to You or any other person for any loss or damage arising or in connection with the use of the Migration Portal and Forms or any linked materials, including any direct, indirect, special, incidental or consequential damage (such as loss of profits, data, business revenue, business or goodwill) except to the extent any liability cannot be excluded under the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**).
- 7.2 If You are a consumer, nothing in the Terms of Use restricts, limits or modifies Your rights or remedies for failure to comply with a statutory guarantee under the Australian Consumer Law.

8. **Force Majeure**

We are not liable in any way howsoever arising under the Terms of Use to the extent that We are prevented or hindered from acting by events beyond Our reasonable control including, without limitation, technical failures (such as failures of the internet, public telecommunications network or power failures), industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts or threats of terrorism or war.

9. **Termination of access**

If You do not comply with the Terms of Use, or otherwise misuse the Migration Portal and Forms, or if Our service to You for whatever reason is suspended or discontinued, then access to the Migration Portal and Forms will be terminated by Us with immediate effect and without further notice to You.

10. **Miscellaneous**

- 10.1 The Terms of Use are governed by the laws of Tasmania, and the parties submit to the non-exclusive jurisdiction of the courts of Tasmania.
- 10.2 An obligation or liability on the part of two or more persons binds them jointly and each of them severally.
- 10.3 If any term of the Terms of Use is or becomes legally ineffective, under common law or legislation, the ineffective provision may be severed from the Terms of Use which otherwise continue to be valid and operational. The parties will agree on an arrangement having a legal and economic effect which will be as similar as possible to the ineffective provision.
- 10.4 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power

or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

- 10.5 In the event of a dispute arising out of or in connection with the Terms of Use You agree to attempt to settle the dispute by engaging in good faith with Us in a process of mediation before commencing arbitration or litigation. To this effect, either party may refer the dispute to The Resolution Institute for mediation in Hobart, Tasmania by a single mediator in accordance with and subject to The Resolution Institute Mediation Rules.
- 10.6 You may send Us notices under or in connection with the Terms of Use:
- a. by post to GPO Box 20 Hobart Tasmania 7001; or
 - b. by email via Our CONTACT US details available from the Website.

We will send notices under or in connection with the Terms of Use to You by email to the email address provided by You.