



## **Terms of Service**

Business Name / Trading name	WORLD EDUCATION SERVICE PTY LTD T/A: EAST WEST MIGRATION & EDUCATION EXPERT
Postal Address	20 Toomey Street, Vermont- VIC-3133
Business Address	20 Toomey Street, Vermont- VIC-3133
Business Phone	+61-404999955
Business Email	Info@eastwestmigration.com
Business Website	<a href="https://www.eastwestmigration.com">https://www.eastwestmigration.com</a> <a href="https://www.migrationfile.com">https://www.migrationfile.com</a>

**Last updated: 6<sup>th</sup> July 2026**

**This document combines two parts:**

- **Part A - Terms of Service, which governs your use of our website and online booking system.**
- **Part A applies to everyone who visits or uses our website.**
- Part B - Refund Policy, which governs refunds of professional fees under our Service Agreement for immigration assistance, prepared in accordance with section 52 of the Migration Agents Code of Conduct.
- Part B applies once you engage us as your registered migration agent under a signed Service Agreement, which will also be provided to you separately at that time.

### **\*\*Part A - Terms of Service\*\***

Welcome to East West Migration and Education Expert.

These Terms of Service form a legally binding agreement between you (the "User", "You", "Your") and East West Migration and Education Expert ("We", "Our", "Us"), and are intended to comply with applicable laws on digital contracts and therefore do not require a physical signature.

These Terms of Service (the "Terms", "Agreement") govern your use of the website <https://eastwestmigration.com/>, and all content, applications, products and services offered by, on, or through it (collectively, the "Services"), including anything delivered to you via email or other means.

By accessing, visiting, or using the Services, whether or not you have registered an account, you agree to be bound by these Terms, our Privacy Policy, Cookie Policy, and any other policy published on the Website, each of which is incorporated by reference. If you do not agree, please do not access or use the Website.

You agree to comply with all applicable laws in connection with your use of the Website. We may amend this Agreement at any time by posting updated terms on the Website. Unless stated otherwise, amended terms take effect once posted. We encourage you to review these Terms periodically.

## # A1. Registration and Regulatory Status

East West Migration and Education Expert provides immigration assistance through registered migration agents (RMAs) who are registered with the Office of the Migration Agents Registration Authority (OMARA) and hold a Migration Agents Registration Number -1700407 (MARN). Our registered agent(s): Rao Dipal Hardik. You can verify registration status at [www.mara.gov.au](http://www.mara.gov.au).

Before we agree to represent you in an immigration matter, we will provide you with a copy of the OMARA Consumer Guide, which explains what you can reasonably expect from a registered migration agent, and how to make a complaint if needed.

Note: - Part A of this document governs your general use of our website and booking system. Where you engage us to provide immigration assistance, a separate written \*Service Agreement\* (including our fee structure and scope of work) will be provided to you, together with the Refund Policy in Part B, consistent with the Migration Agents Code of Conduct.

## # A2. Online Appointment Booking

### **-Payment**

Payment is due at the time of booking a consultation, via our website and payment processor (Square).

### **-Card Payment Processing Fees**

Where permitted by law and by the rules of the relevant card network and our payment processor, we may pass on a surcharge to cover the direct cost of accepting a credit or debit card payment. Any such surcharge will not exceed our actual cost of accepting that payment method, in line with Reserve Bank of Australia and Australian Consumer Law requirements.

From the date any law, regulation, or card network rule prohibits or restricts card payment surcharges (including the Reserve Bank of Australia's surcharge removal on eftpos, Visa, and Mastercard transactions, taking effect from 1 October 2026), this clause will automatically be read as not permitting any surcharge that is prohibited under that law, regulation, or rule, without any need for us to amend or reissue this policy. We will update our checkout and booking systems accordingly by the relevant compliance date.

### **-Rescheduling - Free of Charge**

We understand that circumstances change. You may reschedule your appointment \*free of charge\* in any of the following scenarios:

1. 48 hours' notice or more, reschedule instantly through our online booking system.
2. Less than 48 hours' notice, for a genuine reason (e.g. illness, family emergency, work conflict, technical/connectivity issues), contact our office on +61 432 710 717 or email [info@eastwestmigration.com](mailto:info@eastwestmigration.com) and we will reschedule at no charge.
3. We need to reschedule, if East West Migration and Education Expert needs to change or cancel your appointment (e.g. agent unavailability, technical failure on our end), we will offer you a free rescheduled appointment at the next available convenient time, or a full refund if you prefer not to reschedule.
4. First-time reschedule every client is entitled to at least one free reschedule of their initial consultation, regardless of notice period.

### **-Cancellations**

If you cancel your appointment outright (rather than rescheduling) with less than 48 hours' notice, a \$50 administration fee applies to cover the reserved consultation slot. This fee does not apply where:

- the cancellation is due to circumstances beyond your reasonable control (e.g. medical emergency, bereavement); or we are the party cancelling or unable to deliver the consultation.

### **-Lateness and No-Shows**

If you arrive late, we will do our best to deliver as much of your consultation as possible within the remaining time, but cannot guarantee the full duration. If you miss your appointment entirely:

- we will offer to reschedule at no additional charge on a first occasion; and
- a refund will not generally be issued for a missed appointment, unless the absence was due to circumstances beyond your reasonable control, in which case we will assess the situation fairly and may offer a reschedule or partial refund.

### **# A3. Disclaimer**

Consultations are an assessment of visa eligibility only and do not constitute a guarantee of ongoing visa assistance or a successful application outcome.

A consultation does not, of itself, mean we are your authorised representative for an immigration application. While an initial consultation is a mandatory first step in our process, you are under no obligation to retain us afterward, that choice is entirely yours.

By booking an appointment or making a payment via [www.eastwestmigration.com](http://www.eastwestmigration.com), you acknowledge that you have read this document in full prior to payment.

### **# A4. Services, Accessibility, and Consent**

Through the Website, East West Migration and Education Expert provides information primarily relating to education, immigration, coaching, and overseas health insurance products and services for international students and visitors, and may direct users to third-party insurance providers' websites. Where no external link is provided, we may offer the ability to purchase specific insurance policies from a third-party provider directly through the Website.

You are responsible for obtaining your own access to the Website (which may involve third-party fees, such as internet service provider charges) and for the equipment needed to access it. By using the Website and providing your contact details, you confirm you are interested in the product(s) or service(s) selected, and consent to being contacted electronically or by phone regarding your enquiry, renewals, and reminders. You agree that we may share your details with affiliates and partners for these purposes, and consent to receiving promotional material via email or SMS (you may opt out at any time).

### **# A5. Eligibility**

The Service is not available to minors under the age of 18, or to users previously suspended or removed by us for any reason.

### **# A6. Licence**

We grant you a limited licence to access and make personal use of the Website and Services. This licence excludes: downloading or copying content for the benefit of a third party; caching or unauthorised hyperlinking; framing of Website content; uploading content you don't have rights to; uploading harmful code or viruses; placing unreasonable load on our infrastructure; or using data-mining tools, robots, or scrapers. Unauthorised use terminates your licence. You agree not to:

- use the Website or its content for commercial purposes;
- make speculative, false, or fraudulent transactions;
- access or copy content using automated tools without our written permission;
- bypass access-restriction measures;
- place unreasonable load on our infrastructure; or
- frame, mirror, or incorporate the Website into another website without authorisation.

#### **# A7. Account**

You represent that you are of legal age to form a binding contract, are not barred from receiving services under Australian law, and will only use the Website to make legitimate purchases for yourself or someone you're authorised to act for (informing them of these Terms). You agree to provide accurate, current, and complete information. If information you provide is or becomes inaccurate, we may suspend or terminate your access. We reserve the right to refuse service, terminate accounts, or edit content at our discretion, including for breach of these Terms. You agree to comply with the terms of any third-party service provider you deal with through the Website, including payment obligations.

#### **# A8. Warranty and Disclaimer**

Content, pricing, and service descriptions on the Website may occasionally contain errors; we do not guarantee accuracy and disclaim liability for inaccuracies, while reserving the right to correct pricing errors, including on pending bookings. Information, software, products and services are provided "as is," without warranties of merchantability, fitness for purpose, title, or non-infringement, to the extent permitted by law. Third-party service providers referenced on the Website act independently, and we are not liable for their acts, errors, or omissions. We are not liable for delays, cancellations, or other consequences arising from force majeure or events beyond our reasonable control. To the extent permitted by law, we are not liable for indirect, incidental, special, or consequential damages arising from your use of, or inability to use, the Website.

#### **# A9. Submitted Content**

We do not claim ownership of materials you submit through the Website, but you grant us a non-exclusive, worldwide, royalty-free licence to use, reproduce, and display such materials in connection with the Service. You warrant that you hold the necessary rights to any content you submit. We are not obliged to publish user submissions and may decline to do so at our discretion. You must not submit unlawful, defamatory, obscene, or infringing content, or unsolicited commercial material.

#### **# A10. Additional Disclaimer**

We do not guarantee uninterrupted availability of the Website or its content. Any advertising or sponsorship content must be approved by us in advance, and we may accept or decline any advertiser at our discretion.

#### **# A11. Applicable Law and Jurisdiction**

The Website is operated from Melbourne, Victoria, Australia. If you access it from another location, you are responsible for compliance with local laws. Disputes are subject to the exclusive jurisdiction of the courts of Victoria, Australia.

#### **# A12. Limitation of Liability**

To the extent permitted by law, we and our officers, employees, agents, and partners are not liable for indirect, incidental, special, or consequential damages arising from use of the Website or Services. Where liability cannot be

excluded, our aggregate liability is limited to the greater of the service fees you paid in connection with the relevant transaction, or \*\$100 AUD.

### **# A13. Customer Due Diligence**

For financial transactions through the Website, we may undertake reasonable client due diligence to verify your identity, consistent with the requirements of relevant insurance providers. Payments must be made through your own bank account, or one you are a joint holder of; if payment is made through a third party's account, we may undertake enhanced due diligence.

### **# A14. Indemnity**

You agree to indemnify us against claims, losses, or costs (including reasonable legal fees) arising from your breach of these Terms, violation of law or third-party rights, or misuse of the Website.

### **-A15. Notices and Communications**

By using the Website or emailing us, you consent to receiving electronic communications from us, which satisfy any legal requirement for communications to be in writing.

### **# A16. Links**

The Website may link to third-party websites over which we have no control and for which we accept no responsibility or liability.

### **# A17. Trademarks**

Trademarks, logos, and content displayed on the Website belong to East West Migration and Education Expert or its licensors, and may not be used, copied, or reproduced without written permission.

### **# A18. Specific Conditions of Sale, OSHC/OVHC**

The Website contains comparative information about OSHC/OVHC insurance products. We do not warrant the accuracy or completeness of this information. You are responsible for your own choice of insurance and agree that we are not liable for consequences arising from that choice.

### **# A19. General Refund Rules for OSHC Purchases**

We are not responsible for processing or completing refund claims with third-party insurers — the following is a general guide only. Students may be able to apply in writing to their insurer for a pro-rata refund of premium for the unexpired portion of a policy if:

- they paid the premium but did not travel to Australia;
- their visa extension was not granted;
- they were required to leave Australia before the end of their approved stay for reasons beyond their control;
- they were granted permanent residency;
- they were not resident in Australia for a continuous period of three months or more while holding a valid student visa; or
- they can provide proof of equivalent OSHC cover from another provider for the overlapping period.

Refunds are typically calculated on a monthly or daily pro-rata basis (minimum one month), with a minimum three-month cover period payable if cancelled while in Australia, and no minimum period if cancelled prior to arrival.

## **# A20. General**

If any provision is found invalid or unenforceable, the remaining provisions continue in effect, and the parties will endeavour to give effect to the original intent. Headings are for reference only. These Terms are governed by the laws of Australia, and you submit to the jurisdiction of the courts of Victoria. Our failure to act on a breach does not waive our right to act on future breaches. These Terms constitute the entire agreement between you and us regarding use of the Website, superseding prior agreements.

## **# A21. Appointment Terms**

Appointments run for a maximum of 30 minutes, at our discretion. Please raise all questions during the appointment itself, as we're not able to respond to follow-up queries once it concludes. Migration policy changes frequently, if you haven't yet commenced a visa process with us, you'll need to book a further appointment for updated advice.

Our phone lines can be busy, and we may not always be immediately available to take calls. If you have feedback or a complaint about our service, please use the feedback form on our website, and we will aim to resolve it within 7 business days\*.

If you remain unsatisfied after raising a concern with us directly, you may also lodge a complaint with the Office of the Migration Agents Registration Authority (OMARA) at [www.mara.gov.au](http://www.mara.gov.au). Please note OMARA can investigate Code of Conduct breaches and take disciplinary action where warranted, but cannot order a refund of fees on your behalf.

We genuinely appreciate that the migration journey can be stressful, and we're committed to supporting you through it with patience, professionalism, and clear communication.

## **# A21. Acknowledgement**

By signing the Service Agreement, the Client acknowledges that they have read, understood, and agree to this Terms of service of \*World Education Services Pty Ltd (ABN 52 617 603 577 / ACN 617 603 577), trading as East West Migration & Education Expert, is committed to providing services in accordance with the Migration Agents Code of Conduct.

**If you have any questions about either Part A or Part B of this document, please contact us at [info@eastwestmigration.com](mailto:info@eastwestmigration.com) or +61 432 710 717.**

**\*Last updated: 6th July 2026.**



## **Refund Policy**

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Postal Address	20 Toomey Street, Vermont- VIC-3133
Business Address	20 Toomey Street, Vermont- VIC-3133
Business Phone	+61-404999955
Business Email	Info@eastwestmigration.com
Business Website	<a href="https://www.eastwestmigration.com">https://www.eastwestmigration.com</a> <a href="https://www.migrationfile.com">https://www.migrationfile.com</a>

**Last updated: 6<sup>th</sup> July 2026**

### **# B1. Purpose**

This Refund Policy forms part of the Service Agreement between World Education Services Pty Ltd (trading as East West Migration & Education Expert) ("the Agent") and the client ("the Client"). It is prepared in accordance with section 52 of the Migration Agents Code of Conduct, which requires every registered migration agent to include a fair and reasonable refund policy in the service agreement provided to clients.

This policy sets out how professional fees paid by the Client will be treated if the Service Agreement is terminated, varied, or not completed, whether by the Client or by the Agent.

### **# B2. General Principles**

# B2.1 Professional fees charged by the Agent reflect the time, skill, and resources committed to a matter, including case assessment, strategy, preparation, document review, and lodgement of applications.

# B2.2 Any refund will be assessed having regard to:

- (a) the amount of work already performed by the Agent at the time of termination;
- (b) any disbursements or third-party costs already paid or incurred on the Client's behalf;
- (c) whether the Client or the Agent terminated the Service Agreement, and the reason for termination;
- (d) the fee structure agreed with the Client (fixed fee, milestone-based, or hourly); and
- (e) the stage the matter had reached (e.g. before or after lodgement with the Department of Home Affairs or a review body).

# B2.3 The Agent will act fairly and reasonably in every case and will provide the Client with a written explanation of how any refund amount has been calculated.

### **# B3. Non-Refundable Amounts**

# B3.1 The following amounts are non-refundable in all circumstances, as they are paid to third parties and are outside the Agent's control:

- (a) Department of Home Affairs visa application charges once lodged;
- (b) fees paid to the Administrative Review Tribunal or other review/appeal bodies once lodged;
- (c) skills assessment fees paid to assessing authorities;
- (d) English language test fees, medical examination fees, and police clearance fees;
- (e) courier, translation, or certification costs already incurred.

# B3.2 The Agent's professional service fee for work already substantially completed (e.g. case assessment completed, documents drafted, application prepared or lodged) is non-refundable, in proportion to the work done.

## **# B4. Refund Scenarios**

### **# B4.1 Termination by the Client before the Agent commences substantive work\***

Where the Client terminates the engagement before any substantive assessment, drafting, or preparation work has commenced, the Agent will refund the professional fee paid, less a reasonable administration fee to cover consultation, file setup, and initial review.

### **# B4.2 Termination by the Client after work has commenced but before lodgement\***

Where the Client terminates after the Agent has commenced substantive work (e.g. case strategy, document preparation, drafting of submissions) but before the application is lodged, the Agent will refund the professional fee paid, less the value of work completed to that point, calculated on a time-spent or milestone basis as set out in the Service Agreement.

### **# B4.3 Termination by the Client after lodgement**

Where the application, nomination, sponsorship, or appeal has already been lodged with the relevant authority, no refund of the professional fee will generally be made, as the principal service (lodgement) has been delivered. Any refund in these circumstances is at the Agent's discretion and will be assessed on the specific facts.

### **# B4.4 Termination or withdrawal by the Agent**

Where the Agent ceases to act for the Client (for example, due to a conflict of interest, loss of confidence in instructions, or a reasonable belief that continuing would be futile or unlawful), the Agent will refund any professional fees paid for work not yet performed. Fees for work already completed, and any disbursements paid to third parties, will not be refunded.

### **# B4.5 Change in visa eligibility or Departmental policy**

Where a change in law, policy, or the Client's circumstances renders an application no longer viable through no fault of the Agent, the Agent will assess a refund in accordance with clauses B4.1–B4.3 based on the stage reached, but is not obliged to refund fees for advice and work already properly performed.

## **# B5. Card Payment Processing Fees**

# B5.1 Where permitted by law and by the rules of the relevant card network and payment processor, the Agent may charge a surcharge on credit or debit card payments to cover the direct cost of accepting that payment method. Any such surcharge will not exceed the Agent's actual cost of acceptance, consistent with Reserve Bank of Australia and Australian Consumer Law requirements.

# B5.2 From the date any law, regulation, or card network rule prohibits or restricts such surcharges (including the Reserve Bank of Australia's surcharge removal on eftpos, Visa, and Mastercard transactions, taking effect from 1 October 2026), this clause will automatically be read as not permitting any surcharge that is prohibited under that law, regulation, or rule, without any need for the Agent to amend or reissue this Refund Policy.

# B5.3 Where a surcharge has been validly charged on a payment and that payment (or part of it) is later refunded under this policy, the surcharge attributable to the refunded amount will also be refunded to the Client, unless the surcharge has already been irrecoverably incurred by the Agent as a processing cost.

## # B6. Requesting a Refund

# B6.1 A Client seeking a refund must submit a written request to the Agent, setting out the reasons for the request.

# B6.2 The Agent will respond in writing within 14 days, setting out:

- (a) whether a refund is payable;
- (b) the amount, if any; and
- (c) the basis of the calculation.

# B6.3 Approved refunds will be paid within **\*\*14 days\*\*** of the Agent's written response, to the account or method from which payment was originally received.

## # B7. Disputes

# B7.1 If the Client is not satisfied with the Agent's refund decision, the Client may raise the matter directly with the Agent for further review.

# B7.2 If the matter cannot be resolved directly, the Client may lodge a complaint with the Office of the Migration Agents Registration Authority (OMARA) at [www.mara.gov.au](http://www.mara.gov.au). Please note that OMARA monitors compliance with the Code of Conduct and may take disciplinary action where appropriate, but it does not have the power to order a registered migration agent to refund fees to a client.

# B7.3 Nothing in this policy limits any right the Client may otherwise have under Australian Consumer Law or general law.

## # B8. Acknowledgement

By signing the Service Agreement, the Client acknowledges that they have read, understood, and agree to this Refund Policy.

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**If you have any questions about either Part A or Part B of this document, please contact us at [info@eastwestmigration.com](mailto:info@eastwestmigration.com) or +61 432 710 717.**

**\*Last updated: 6th July 2026.**