

Written Agreement

Guidance and Checklist for Licensed Advisers

In order to meet some of the requirements of [Competency Standard 6](#), each licensed immigration adviser must be able to demonstrate:

- an understanding of all aspects of the Licensed Immigration Advisers Code of Conduct (the Code) (performance indicator 6.1) and
- an ability to develop and apply a clear and understandable written agreement that includes a full description of the services to be provided by the adviser; fees to be charged and payment schedule; how and when the client will be invoiced, and the refund policy (performance indicator 6.7).

Clause 19 of the Code sets out the minimum requirements for the content of a written agreement with a client. Use this checklist to review your current written agreement(s) or as a tool to develop a written agreement that complies with Clause 19 requirements.

Disclaimer: The following checklist is intended for guidance purposes only and should be used in conjunction with the [Code of Conduct](#) and [Code of Conduct Toolkit](#). The additional guidance notes also direct you to consider other relevant clauses of the Code, as they interconnect with Clause 19 requirements.

	Mandatory content Does your written agreement include:	Included Yes or N/A	Additional guidance notes
a	the name and licence number of any adviser who may provide immigration advice to the client	Yes <input type="checkbox"/>	If there are a number of licensed advisers who will be assisting a client with their immigration matter, the details of all advisers should be included in the agreement.
b	where an adviser is representing the client, written authority from the client for the adviser to act on the client's behalf	Yes <input type="checkbox"/> N/A <input type="checkbox"/>	This is required if the adviser(s) will be representing their client to Immigration New Zealand, Immigration and Protection Tribunal, or another party. The requirement does not apply in cases where the adviser has been approached to provide an opinion (advice), but has not been engaged to act for, or represent, the client in any way.
c	If the adviser holds a provisional licence: i. a record that a provisional licence requires them to work under the direct supervision of a full licence holder, and that they must seek advice from the supervisor whenever necessary	Yes <input type="checkbox"/> N/A <input type="checkbox"/>	A provisional licence holder's (PLH's) obligation to advise a client of their provisional licence holder status is contained in Clause 8(c) of the Code. Clause 19(c) obliges a PLH to also record these details in their written agreement. These details must be included not only when the PLH is the only adviser providing advice, but also when the PLH is named as one of several advisers that may assist a client.

	<p>ii. the name and licence number of their supervisor, and</p> <p>iii. record that they will disclose the client's personal information to their supervisor who is obliged to keep that information confidential</p>	<p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p>	<p>The supervisor's obligation to keep the client's information confidential is contained in Clause 12(d) of the Code.</p>
d	<p>If the adviser holds a limited licence, a record of what specified matters their limited licence authorises them to provide immigration advice in relation to, and that they may provide advice only in those areas</p>	<p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p>	<p>These details must also be included if a limited licence holder (LLH) is also named as an adviser that may assist a client, not only when an LLH is the only adviser providing advice.</p> <p>In addition, please bear in mind the provisions of Clause 8(b) of the Code.</p>
e	<p>A full description of the services to be provided by the adviser, which must be tailored to the individual client</p>	<p>Yes <input type="checkbox"/></p>	<p>Your client should know what work their adviser(s) would carry out.</p> <p>The description of services must include the full scope of services that will be provided to the client. This may include, but it is not limited to:</p> <ul style="list-style-type: none"> • assessing eligibility criteria against immigration instructions; • collecting required documents; • lodging the application with INZ; and • responding to any PPI letters issued by INZ. <p>See Competency standard 4 for a more comprehensive list of some of the services you may have to perform for your client.</p> <p>The description must be tailored to the individual needs of your client and should be clear and specific enough to avoid potential misunderstanding.</p>
f	<p>Where fees are to be charged, the fees for the services to be provided by the adviser, including either the hourly rate and the estimate of the time it will take to perform the services, or the fixed fee for the services, and any New Zealand goods and services tax (GST) or overseas tax or levy to be charged</p>	<p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p>	<p>When setting fees, you must also be mindful of the provisions of Clause 20 of the Code.</p> <p>If there is a possibility that you will charge additional fees (after the agreement has been concluded) it will be helpful to note in the agreement <i>how</i> such fees will be calculated (e.g. hourly). If extra fees are charged, the client's consent to the additional fees must be obtained in writing.</p>

g	The likely disbursements that will be incurred (including any immigration New Zealand fees), including the amount, if known, or a reasonable estimate	Yes <input type="checkbox"/> N/A <input type="checkbox"/>	<p>In addition to visa application fees, disbursements may include, but are not limited to, costs of translation, costs of obtaining medical certificates, translations fees, conviction checks, and courier fees.</p> <p>While you might not be able to envisage all possible disbursements that will be incurred, you should at least include the <i>likely</i> disbursements that may be incurred.</p> <p>Remember to also consider Clause 21 of the Code ('Disbursements').</p>
h	Where disbursements will be incurred, whether the disbursements will be paid directly by the client or by the adviser on the client's behalf	Yes <input type="checkbox"/> N/A <input type="checkbox"/>	<p>The agreement must specify <i>how</i> the disbursement will be paid. For example:</p> <ul style="list-style-type: none"> • The client may pay the disbursement directly (e.g. the application fee to INZ). OR • The client may pay the disbursement(s) in advance. You will have to keep the money in a client account until the disbursement becomes payable. OR • You may pay the disbursement yourself and be reimbursed by the client after the fact. <p>Do not leave this clause vague. You and your client must agree on the method of payment and set it down in the agreement.</p>
i	Where fees and/or disbursements are to be charged, the payment terms and conditions for any fees and/or disbursements	Yes <input type="checkbox"/> N/A <input type="checkbox"/>	<p>This should include, but is not limited to whether:</p> <ul style="list-style-type: none"> • fees will be paid in advance OR • after the completion of agreed services. <p>In either case, fees can become payable when specific milestones have been reached, e.g. when the application is lodged with INZ, or when a visa application decision has been received.</p> <p>Please also bear in mind the provisions of Clause 22: a client must be invoiced if the fee is payable i.e. if the work for which the fee is charged has been carried out.</p> <p>Reminder: If fees are received in advance, you must also consider the provisions of Clause 25 of the Code ('Client Funds').</p>

j	Where fees and/or disbursements are to be charged, what interest on unpaid accounts will be charged, if any	Yes <input type="checkbox"/> N/A <input type="checkbox"/>	
k	Where fees and/or disbursements are to be charged, the adviser's refund policy	Yes <input type="checkbox"/> N/A <input type="checkbox"/>	<p>Your refund policy must be in line with Clause 24 of the Code ('Refunds').</p> <p>Remember, any refund requests must be considered on a case-by-case basis, taking into consideration the circumstances at the time any request for a refund is made. You should not pre-determine your client's eligibility for a refund.</p>
l	<i>If applicable, a record</i> of any potential or actual conflict of interest relating to the client, including the existence of any financial or non-financial benefit the adviser will receive as a result of the relationship with the client	Yes <input type="checkbox"/> N/A <input type="checkbox"/>	<p>Remember to consider Clauses 5-7 of the Code ('Conflicts of interest').</p> <p>Conflicts of interest may be related to business or personal relationships in addition to any financial or non-financial benefits. Actual or potential conflicts may not exist at the start of your professional relationship with your client. However, a conflict may arise during the provision of services. In such a case, the conflict of interest disclosure must be made in writing (as required by Clause 5 of the Code). The client must give written consent to you continuing to represent them in such circumstances (as required by Clause 6 of the Code).</p> <p>Finally, bear in mind that any changes to the written agreement, must be recorded and accepted in writing by all parties, as required by Clause 18(d) of the Code.</p>
m	A record that a copy of the summary of licensed immigration advisers' professional responsibilities has been provided and explained to the client.	Yes <input type="checkbox"/>	<p>You have an obligation to provide, and an obligation to explain, the Summary of licensed immigration advisers' professional responsibilities (also called the 'Professional Standards') to your client before you enter into a written agreement with them. These two obligations are set out in Clauses 17(a) and (b) of the Code.</p> <p>Your written agreement must contain a record (i.e. a confirmation) that you have complied with both these obligations.</p> <p>NOTE: You do not need to provide your client with a complete copy of the Code of Conduct 2014. However, under Clause 17(b) of the Code, you must advise them how they can access the Code.</p>

			The Summary of licensed immigration advisers' professional responsibilities /Professional Standards is available in several languages to download and print directly from the Authority's website .
n	A record that a copy of the adviser's internal complaints procedure has been provided to the client.	Yes <input type="checkbox"/>	<p>You have an obligation to advise the client that you have an internal complaints procedure and provide them with a copy of it before you enter into a written agreement with them (See Clause 17(c) of the Code).</p> <p>The written agreement must contain a record that this has been done.</p> <p>Your complaints procedure must also meet the requirements set out in Clause 15 of the Code ('Complaints Procedure').</p>

REMINDER: If you use a template agreement, you must ensure that you tailor the terms of your agreement to each client.