

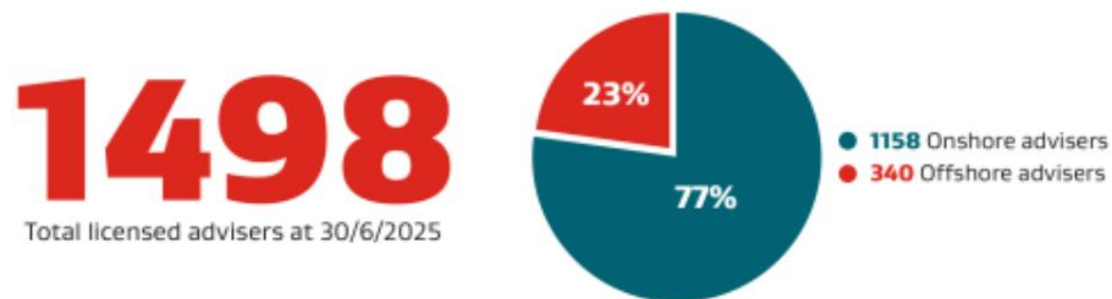
# 2025 Wrap-up & Tribunal Trends

**15 December 2025 | 2pm – 3pm NZT**

**DISCLAIMER: None of the information provided in this webinar should be taken as legal advice.**

# Annual Statistics

## Total licensed advisers



## Unlicensed persons



## Complaints against licensed advisers



# Today's Webinar

Written Agreements

Confidentiality

Conflicts of Interest

Sanctions and Emerging  
Patterns in Breaches



# Written Agreements

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# Why it Matters

- [Competency Standard 6.7:](#)
  - “a **clear and understandable** written agreement”
- [Code of Conduct 2014 – Clauses 18 & 19](#)
- Managing expectations – Clause 2(a):
  - “Maintain a relationship of confidence and **trust** with the client.”
- [TA v Tian \[2022\] NZIACDT 19](#), paragraph [32]:
  - “These are **not minor ‘paper shuffling’ obligations, but important protections for the client.**”

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Sanctions decisions  
involving a breach of clauses  
18 & 19 since Jan 2025



# Clause 18

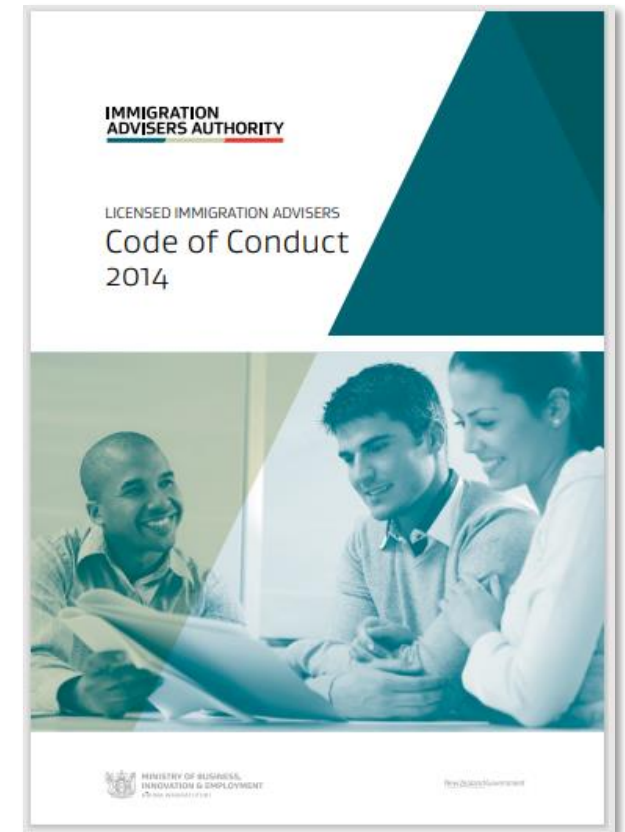
An LIA must ensure that:

- (a) *“when they and the client decide to proceed, they provide the client with a written agreement”*
  - [JY v Wen \[2025\] NZIACDT 08](#), paragraph [42]
- (b) *“**before** any written agreement is accepted, they explain all **significant matters** in the written agreement to the client”*
  - [ZR v Kim \[2024\] NZIACDT 06](#), paragraph [50]
  - [JY v Wen \[2025\] NZIACDT 08](#), paragraph [43]
- (c) *“**all parties** to a written agreement sign it, or confirm in writing that they accept it”*
  - [INZ v Tran \[2024\] NZIACDT 27](#), paragraphs [36]-[38]
- (d) *“any changes to a written agreement are recorded **and accepted in writing** by all parties.”*



# Clause 19 - Mandatory Content

- Name(s) and licence number(s)
- Written authority
- Licence limitations (provisional/limited)
- Description of services
- Fees
- Disbursements
- Payment terms
- Interest on unpaid accounts policy
- Refund policy
- Conflicts of interest
- Record Code and Complaint documents have been provided



# Points to Look Out For

- Description of Services
  - Do not include work that has already been completed
  - Explain acronyms
  - Tailor the description to the individual's circumstances
  - Include sufficient detail to avoid misunderstanding
- Disbursements
- Payment terms
- Refund policy
  - [LB v Luv \[2024\] NZIACDT 17](#), paragraphs [119]-[142]





# Written Agreements - Tribunal Decision

## [ZJ v Liu \[2025\] NZIACDT 01](#)

*Failure to provide the complainant with a written agreement, in breach of clause 18(a):*

- The complainant had never signed a services agreement with Mr Liu.
- No services agreement was contained in the file Mr Liu sent to the Authority.
- Mr Liu had failed to comply with a fundamental obligation of an adviser.

## [JY v Wen \[2025\] NZIACDT 08](#)

*Failure to explain all significant matters, in breach of clause 18(b):*

*“The Tribunal pays no regard to the template statement in the agreement that all significant matters had been explained, in the absence of corroborating evidence that such explanation actually happened.”*



# Written Agreements - Tribunal Decision

## [SC v Wharekura \[2025\] NZIACDT 44](#)

*Failure to provide a compliant written agreement, in breach of clause 19(e), (h), (i), (k), (l), (m) and (n):*

*“Mr Wharekura’s written services agreement lacks many of the requirements specified in the Code, being:*

- (i) A full description of the services to be provided.*
- (ii) Whether disbursements are to be paid by the complainant or Mr Wharekura.*
- (iii) The terms and conditions for payment of the fees and disbursements.*
- (iv) A refund policy.*
- (v) Recording the conflict of interest, given Mr Wharekura’s relationship with the complainant’s employer.*
- (vi) Recording that a summary of the professional obligations had been given and explained to the complainant.*
- (vii) Recording that a copy of the complaints procedure had been given to the complainant.”*



# Scenario 1

**Under clause 18(a) of the Code, when must a licensed immigration adviser provide a written agreement to the client?**

- A. Just before lodging the visa application
- B. When the adviser and client decide to proceed with the engagement
- C. After the visa is approved
- D. Only if the client requests it



# Confidentiality

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# Clause 4

An LIA must:

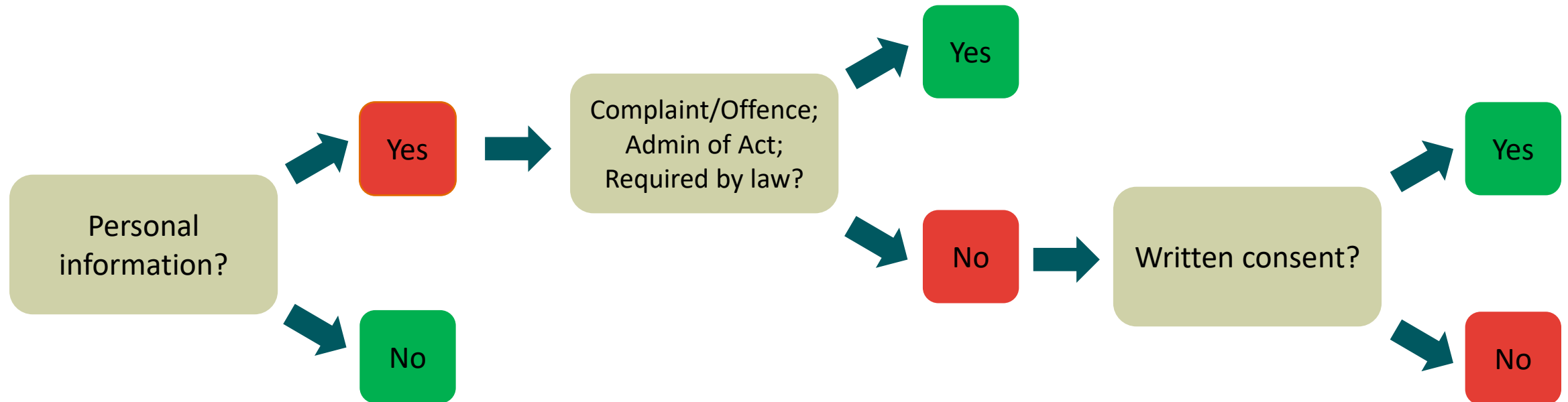
(a) *“**preserve client confidentiality** except:*

- *with **written** consent*
- *if making a complaint to the IAA relating to another LIA or reporting an alleged offence under the Act*
- *for the administration of the Act*
- *as required by law”*

(b) *“require that any employees or other persons engaged by the adviser also preserve the confidentiality of the client.”*



# Confidentiality: Flowchart



# Confidentiality: Other Matters

**Telling the client  
≠  
consent**



**Obtain and record written  
consent from your clients**

**‘Catch-all’ consent  
statements in the written  
agreement may not serve  
the purpose**

**Confidentiality obligation is  
ongoing**

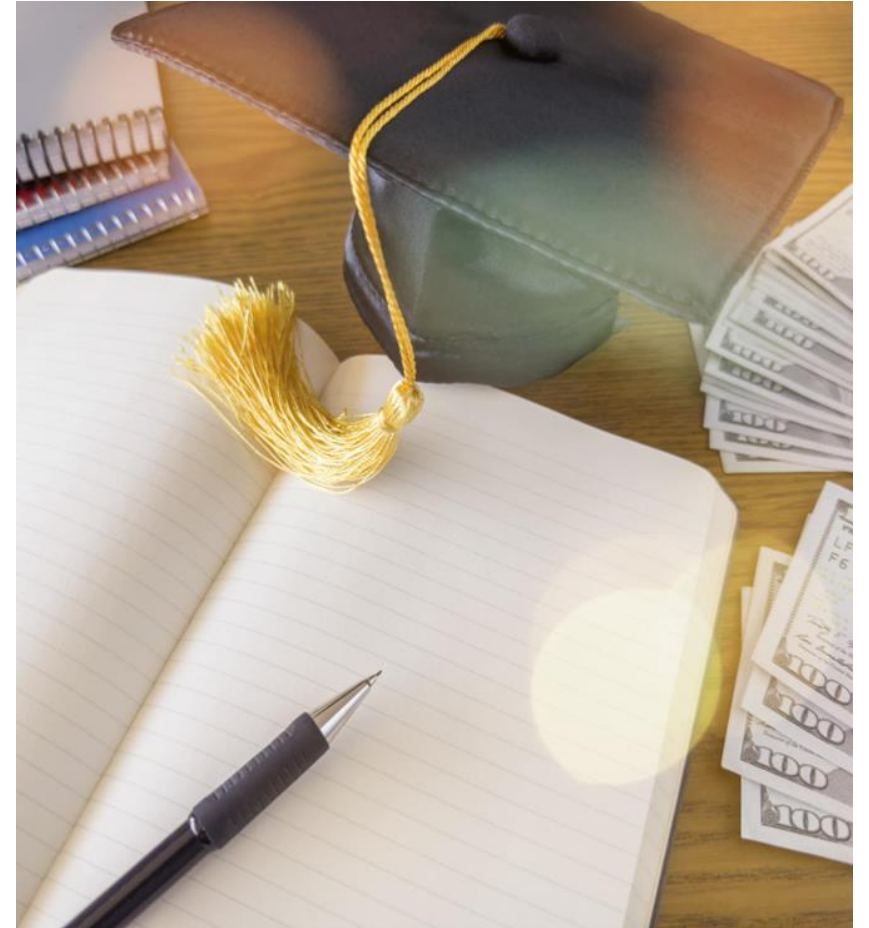


# Confidentiality - Tribunal Decision

## [INZ V Li \[2024\] NZIACDT 30](#)

*Failure to preserve the confidentiality of the client except with the client's written consent, in breach of clause 4(a):*

*"Ms Li communicated with OK and MQ in relation to the client's immigration matters. She passed onto the agents advice as to the client's eligibility, his employment and the approval of his visa. This is confidential information. Ms Li had no consent, written or verbal, from the client to communicate with the agents on his behalf."*





# Scenario 2

**Why is preserving confidentiality critical in immigration advisory work?**

- A. It ensures compliance with the Code of Conduct
- B. It protects the client's privacy and trust
- C. It prevents misuse of sensitive information
- D. All of the above



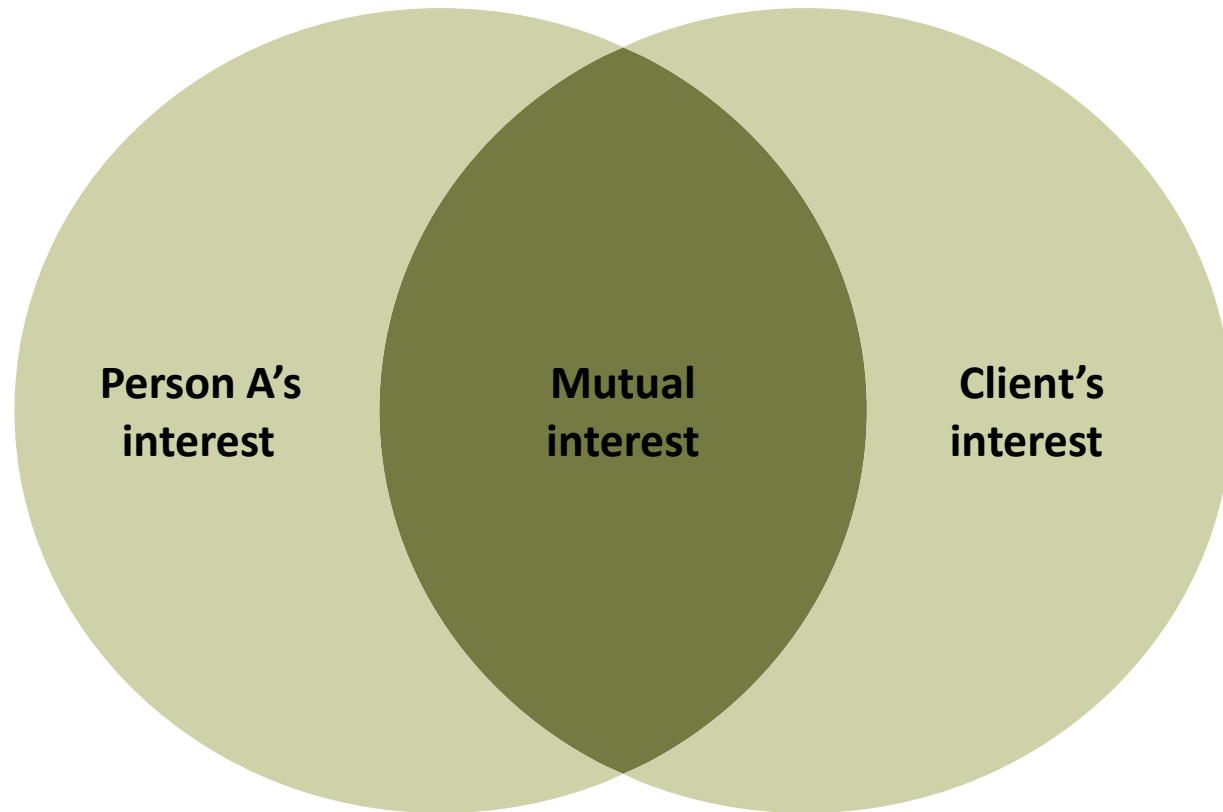
# Conflicts of Interest

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# Conflicts of Interest: Definition and Identification

## Definition



## Identification

Do you/employer have a personal, financial or professional interest that affects your advice?

Are multiple clients /parties involved?

# Clauses 5, 6 and 19(I)

An LIA must:

- **Inform** the client **in writing** about the conflict of interest, including any benefit [cl5]
- Record the conflict of interest in the **written agreement** [cl19(I)]
- Only represent the client with their **written consent** to act despite the conflict of interest [cl6]

Is recording the conflict of interest in the written agreement enough to meet cl5?

[ZH v Ma \[2025\]](#)  
[NZIACDT 30](#)  
at [89]

What information must you provide to the client about the conflict of interest?

[INZ v Ma \[2025\]](#)  
[NZIACDT 14](#)  
at [42]

# Clause 7

An LIA must:

**not represent** the client where an **actual conflict of interest** means:

- cannot provide **objective** advice
- cannot maintain relationship of **confidence and trust**
- would breach client **confidentiality**

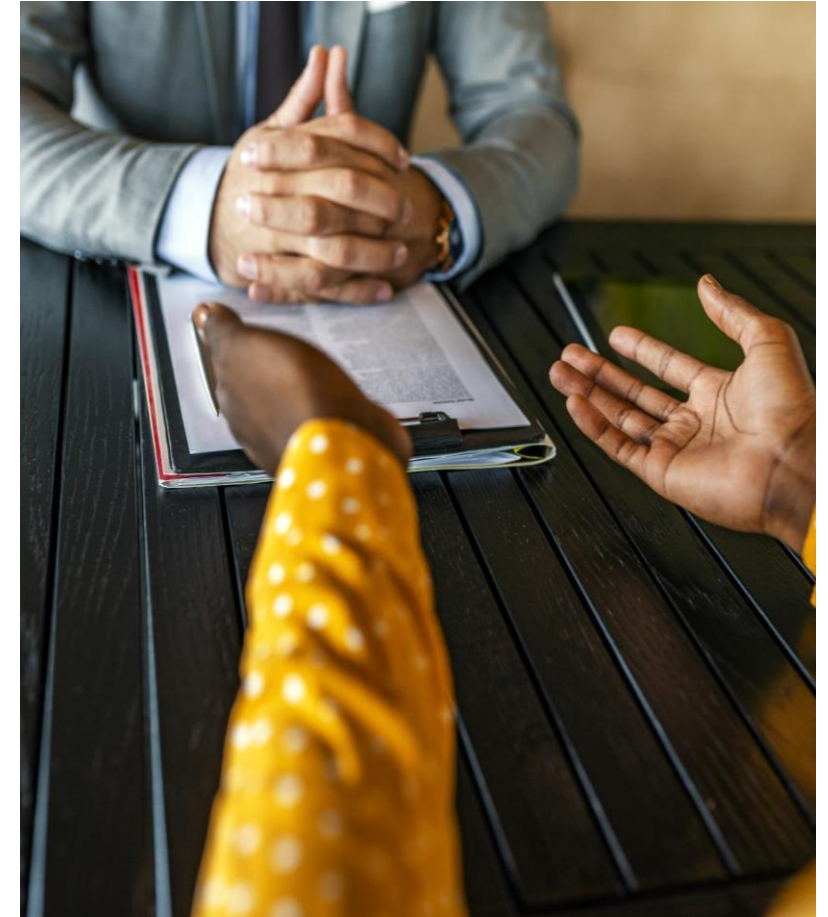


# Conflicts of Interest - Tribunal Decision

## [INZ v Ma \[2025\] NZIACDT 14](#)

*Failure to disclose an alleged conflict of interest, in breach of clauses 5 and 7:*

*“Ms Ma was obliged to state specifically in writing to the client that the named employer was her husband’s company, and also obtain his written consent to representation notwithstanding the conflict. This is important to protect vulnerable migrants from advisers who would seek to secretly profit from the immigration relationship. The specific conflict was not disclosed in either the services or employment agreements.”*

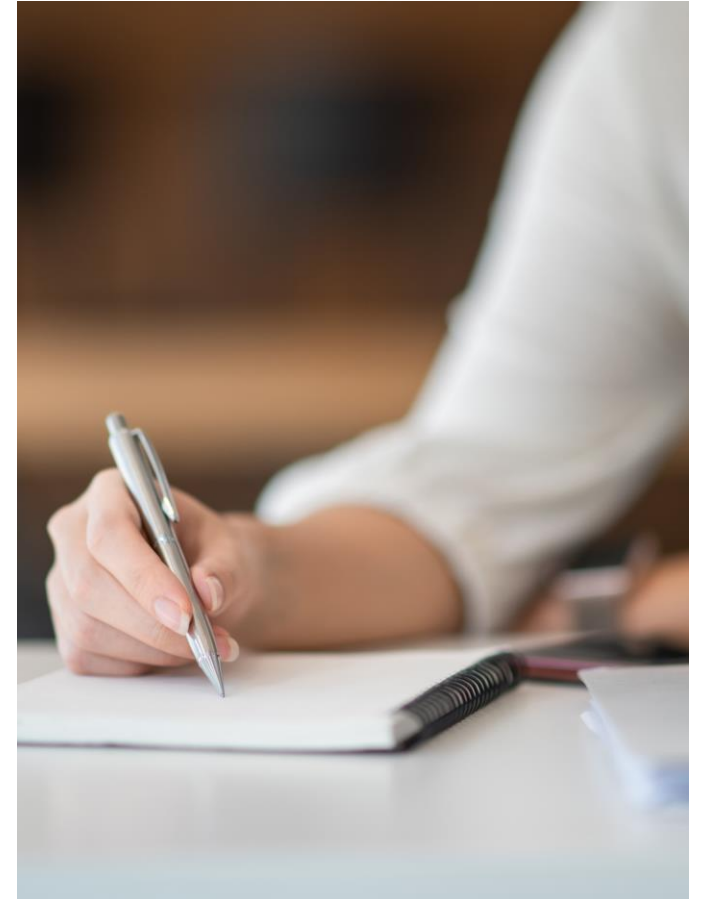


# Conflicts of Interest - Tribunal Decision

## [Labour Insp. Gardiner v Jaspal \[2025\] NZIACDT 47](#)

- *Failure to disclose an alleged conflict of interest, in breach of clause 5*
- *Failure to obtain clients' written consent for continued representation, in breach of clause 6.*

*“The Tribunal finds there is a clear material conflict of interest based on Mr Jaspal’s wife being the niece of the director. It was not disclosed in writing to the client. Nor did he obtain written consent to represent the client, in circumstances where he knew or should have known a conflict existed.”*



# Scenario 3

Which of the following situations best illustrates an actual conflict of interest under the Licensed Immigration Advisers Code of Conduct?

- A. The adviser's wife is the niece of the employer's director, but there is no evidence of any financial or non-financial benefit to the adviser.
- B. The adviser receives a commission from the employer for every migrant he successfully places in the business.
- C. The adviser fails to provide a written agreement for immigration services.
- D. The adviser charges a fee that includes settlement assistance and accommodation options.



# Sanctions

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# Most Common Sanctions

- **Censure**

- Almost every upheld complaint resulted in a formal censure to mark disapproval of the adviser's conduct.

- **Financial Penalties**

- Range: **\$500 to \$10,000**, depending on seriousness and whether dishonesty was involved.

- **Refunds and Compensation**

- Ordered in cases where clients suffered financial loss or exploitation.

- **Training Orders**

- Required for advisers with systemic failings or repeated breaches



# Emerging Patterns in Detected Breaches

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# Core Themes Across Cases This Year

- Reliance on Unlicensed Agents (“Rubber Stamping”)
- Lack of Direct Client Engagement
- Documentation Failures
- Failure to Provide Updates
- Poor Record-Keeping



# Resources

- [Code of conduct | IAA](#)
- [Code of conduct toolkit | IAA](#)
- [Immigration Advisers Complaints & Disciplinary Tribunal | New Zealand Ministry of Justice](#)
- [Written agreement – Guidance and checklist for licensed advisers](#)
- [Webinar: Confidentiality and Conflicts of Interest - Sep 2025](#)
- [Webinar: Written Agreements - May 2025](#)



# Feedback? Further Questions?

- Have we done a good job?
- How can we do better?
- Whatever the feedback, compliments, or complaints, we want to hear from you.

Complete the post-webinar survey:



<https://www.surveymonkey.com/r/JHRW2PC>



Email us at [info@iaa.govt.nz](mailto:info@iaa.govt.nz) with **“Feedback – Webinar”** in the subject line



# Thank you!

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