

# Confidentiality and Conflicts of Interest

*Meeting the Competency Standard 6.1, 6.6 and 6.9 performance indicators*

**30 September 2025 | 10am – 11am NZT**

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

# Today's webinar

Why does this matter?

Confidentiality

Conflicts of Interest



# Why does this matter?

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# Regulatory requirements

## Relevant Competency Standards

*6.1: Understanding of and commitment to professional, ethical, socially responsible and culturally sensitive behaviour and practice; in particular, to all aspects of the licensed immigration advisers code of conduct.*

*6.6: The ability to develop and maintain ethical and professional relationships with clients.*

*6.9: The ability to identify when it is appropriate to refer a client to another professional...*



# Regulatory requirements

## Code of Conduct 2014

- 4: Ensure client confidentiality is preserved, with certain exceptions
  - 5: Disclose conflicts of interest in writing
  - 6: Where conflict of interest exists, only represent client with written consent
  - 7: Must not represent client in certain circumstances
  - 19(l): Record conflicts of interest in written agreement
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- 1: Honest, professional, diligent, respectful, due care and in a timely manner
  - 2(a): Maintain relationship of confidence and trust, provide objective advice
  - 2(e): Obtain and carry out client's lawful instructions



# The Tribunal's view



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Substantive decisions involving a breach of cls 4, 5-7 and/or 19(I) since 29 August 2024

[QN v Nandan \[2024\] NZIACDT 22](#) at [106]-[116]

*The failure to expressly alert the complainant to the conflict and obtain her permission to proceed (both in writing) is **significant enough to warrant disciplinary action.***

*The maintenance of professional standards by deterring conflicts of interests (except where the Code process is met) **warrants the stigma of a public disciplinary response** in this case.*

# Confidentiality

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# Confidentiality: A three part obligation

The protection of **personal information** from unauthorised:

1. **Access** – storage
2. **Use** – purpose
3. **Disclosure** – sharing

## A quick tour of the privacy principles

The Privacy Act 2020 has 13 privacy principles that govern how you should collect, handle and use personal information.



- 1 You can only collect personal information if it is for a lawful purpose and the information is necessary for that purpose. You should not require identifying information if it is not necessary for your purpose.
- 2 You should generally collect personal information directly from the person it is about. Because that won't always be possible, you can collect it from other people in certain situations. For instance, if:
  - the person concerned gives you permission
  - collecting it in another way would not prejudice the person's interests
  - collecting the information from the person directly would undermine the purpose of collection
  - you are getting it from a publicly available source.
- 3 When you collect personal information, you must take reasonable steps to make sure that the person knows:
  - why it's being collected
  - who will receive it
  - whether giving it is compulsory or voluntary
  - what will happen if they don't give you the information.

Sometimes there may be good reasons for not letting a person know you are collecting their information – for example, if it would undermine the purpose of the collection, or if it's just not possible to tell them.
- 4 You may only collect personal information in ways that are lawful, fair and not unreasonably intrusive. Take particular care when collecting personal information from children and young people.
- 5 You must make sure that there are reasonable security safeguards in place to prevent loss, misuse or disclosure of personal information. This includes limits on employee browsing of other people's information.
- 6 People have a right to ask you for access to their personal information. In most cases you have to promptly give them their information. Sometimes you may have good reasons to refuse access. For example, if releasing the information could:
  - endanger someone's safety
  - create a significant likelihood of serious harassment
  - prevent the detection or investigation of a crime
  - breach someone else's privacy.



- 7 A person has a right to ask an organisation or business to correct their information if they think it is wrong. Even if you don't agree that it needs correcting, you must take reasonable steps to attach a statement of correction to the information to show the person's view.
- 8 Before using or disclosing personal information, you must take reasonable steps to check it is accurate, complete, relevant, up to date and not misleading.
- 9 You must not keep personal information for longer than is necessary.
- 10 You can generally only use personal information for the purpose you collected it. You may use it in ways that are directly related to the original purpose, or you may use it another way if the person gives you permission, or in other limited circumstances.
- 11 You may only disclose personal information in limited circumstances. For example, if:
  - disclosure is one of the purposes for which you got the information
  - the person concerned authorised the disclosure
  - the information will be used in an anonymous way
  - disclosure is necessary to avoid endangering someone's health or safety
  - disclosure is necessary to avoid a prejudice to the maintenance of the law
- 12 You can only send personal information to someone overseas if the information will be adequately protected. For example:
  - the receiving person is subject to the New Zealand Privacy Act because they do business in New Zealand
  - the information is going to a place with comparable privacy safeguards to New Zealand
  - the receiving person has agreed to adequately protect the information – through model contract clauses, etc.

If there aren't adequate protections in place, you can only send personal information overseas if the individual concerned gives you express permission, unless the purpose is to uphold or enforce the law or to avoid endangering someone's health or safety.
- 13 A unique identifier is a number or code that identifies a person in your dealings with them, such as an IRD or driver's licence number. You can only assign your own unique identifier to individuals where it is necessary for operational functions. Generally, you may not assign the same identifier as used by another organisation. If you assign a unique identifier to people, you must make sure that the risk of misuse (such as identity theft) is minimised.

Content updated January 2021. Design updated March 2025.

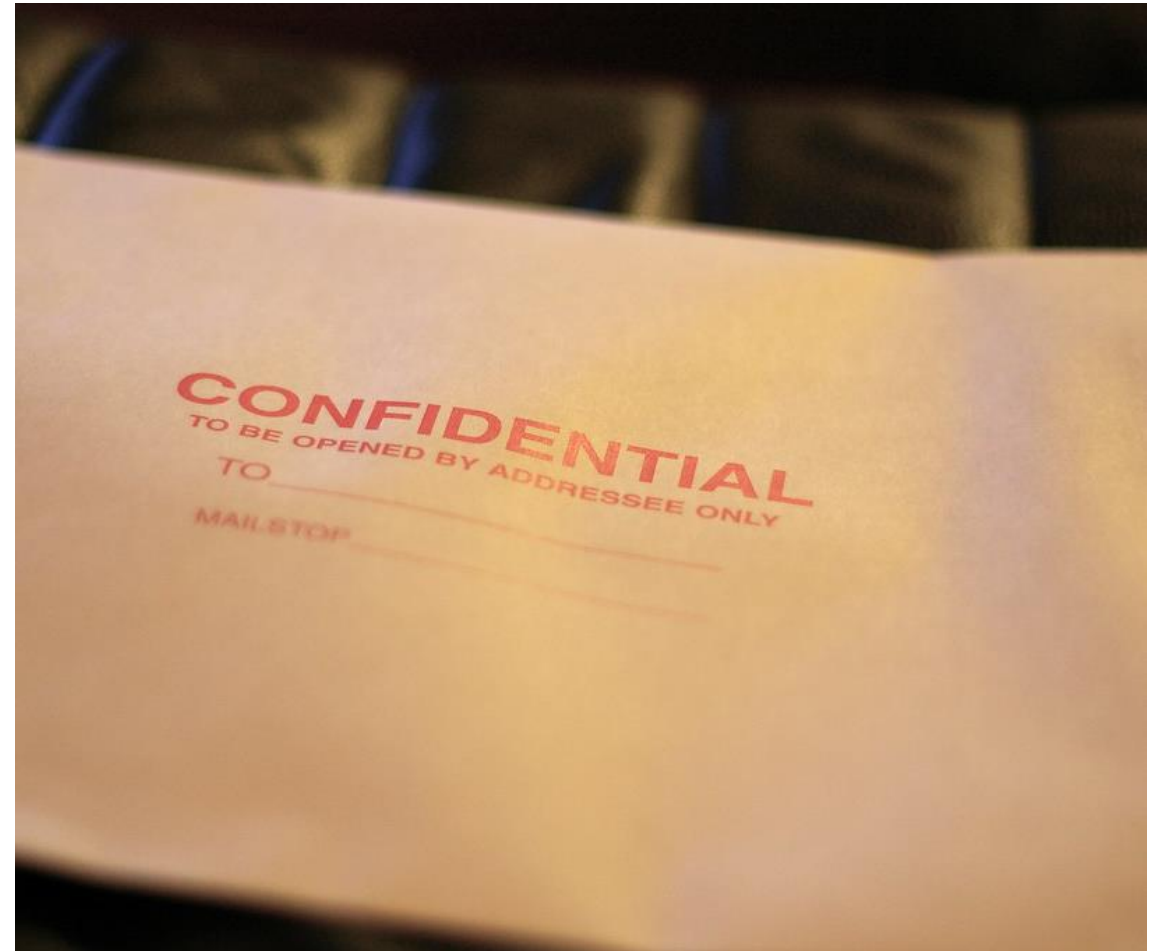


# Clause 4(a)

An LIA must:

**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



# Clause 4(b)

- An LIA must:

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



# Confidentiality: Scenario 1

INZ v Li [2024]  
NZIACDT 29  
at [48]

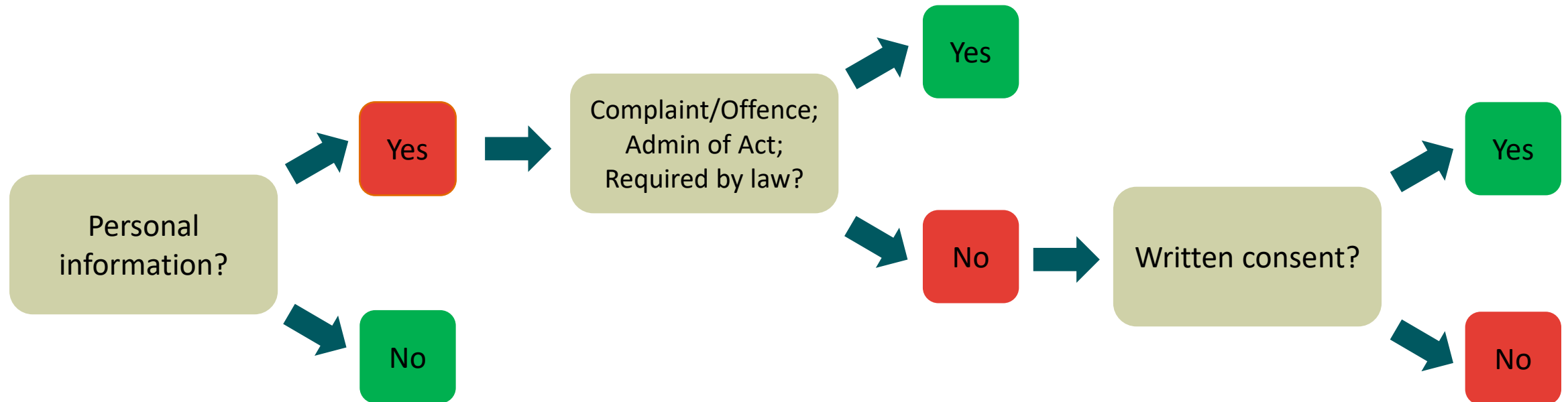
**You are advising a visa applicant who has been referred to you by their prospective employer. The employer insists on receiving regular updates on the progress of the applicant's visa application. The applicant has not consented to this arrangement.**

**Which action is acceptable under the Code of Conduct?**

- a) Ask the applicant for verbal consent and proceed
- b) Explain to the employer that you cannot share information without written consent from the visa applicant
- c) Share updates with the employer as long as they are general and not sensitive
- d) Copy the employer into all communications to maintain transparency



# Confidentiality: Flowchart



# Confidentiality: Scenario 2

*INZ v Chiv* [2019]  
NZIACDT 73  
at [90]-[96]

You are working with a group of clients who are all applying for work visas with the same employer. To save time, you are thinking about creating a group chat with all the clients where you will share information relevant to their visa applications.

**When would this approach be acceptable under the Code of Conduct?**

- a) When the clients are applying for the same type of visa with the same employer, as is the case here
- b) When it is the most efficient way of working and therefore in the clients' best interests
- c) When you include a disclaimer at the start of the group chat confirming the clients' information will be kept confidential
- d) When each client has provided written consent for their information to be disclosed to the other clients in such a way



# Confidentiality: Scenario 3

You are a provisionally licensed immigration adviser. You've just completed an initial consultation with a new client and want to share the client's case details with your supervisor for review and guidance. However, the client has not yet signed any documents or given written permission for their information to be shared.

**Which actions are acceptable under the Code of Conduct?**

- a) Ask the client to confirm by email they consent to their information being shared with your supervisor, and share this information only once this email has been received
- b) Share the information immediately because at the start of the initial consultation you told the client you have a supervisor and will share information with them
- c) Share the information immediately as under the Code supervisors are entitled to access all client files by default
- d) Share only general details about the case without identifying the client



# Confidentiality: Other matters

**Telling the client  
≠  
consent**



**How do you obtain and  
record written consent  
from your clients?**

**Are 'catch-all' consent  
statements in the written  
agreement appropriate?**

**Confidentiality obligation is  
ongoing**

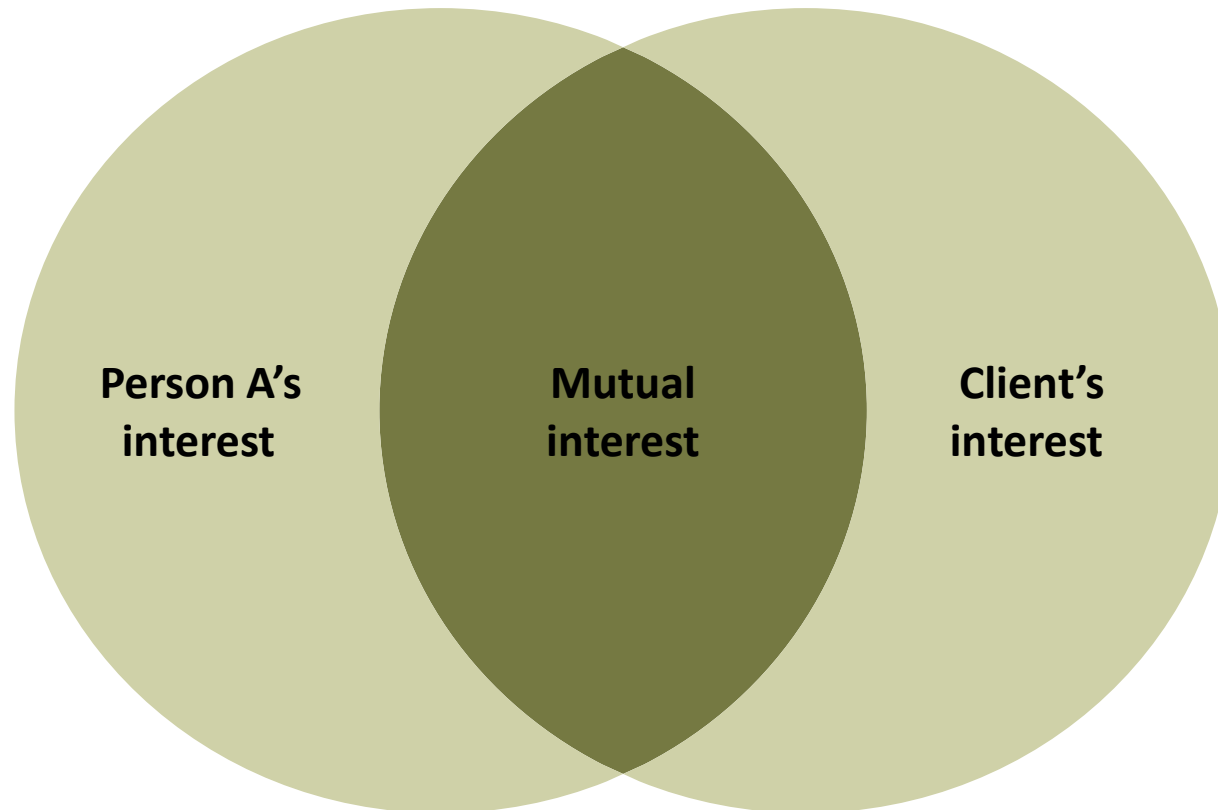
# Conflicts of interest

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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:

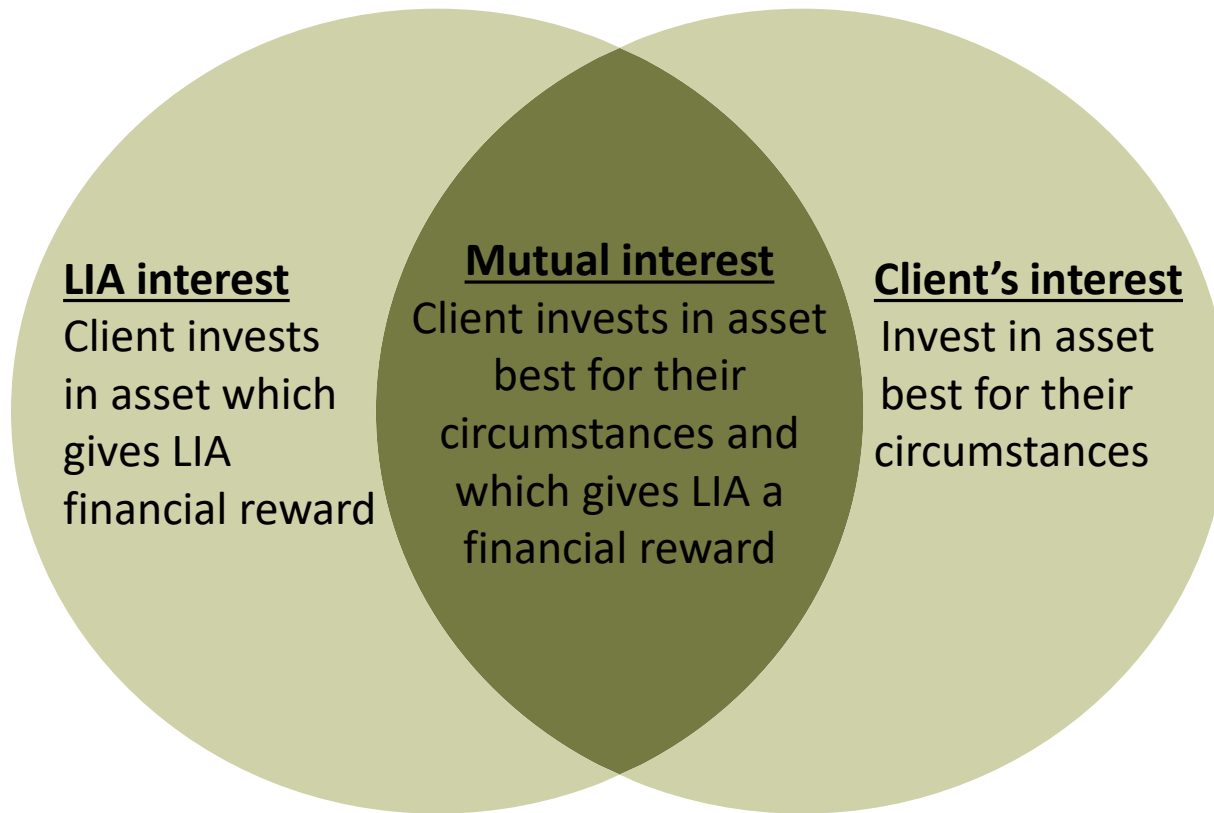
**not represent** the client where an **actual conflict of interest** means:

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



# Conflicts of interest: Commissions

Example: Commissions may take various forms



[Y \(O\) R v Tian \[2020\] NZIACDT 23](#) at [46]

*The receipt of commissions from the son's schools is a **financial benefit** from the relationship with the complainant and **therefore a conflict of interest** under the Code. Ms Tian told the Authority's interviewer that she had disclosed the receipt of commissions from the schools to the complainant. There is no evidence to the contrary. However, the Code required Ms Tian to make that **disclosure in writing** and to **obtain written consent** to continue representing the complainant. She has presented **no evidence** of doing so.*

# Conflicts of interest: Family/Business relationships

Tribunal decision	Circumstances
<a href="#">Labour Insp. Gardiner v Jaspal [2025] NZIACDT 47</a> at [27]-[32]	LIA's wife was the niece of client's employer, creating a <b>familial link</b> that could compromise LIA's objectivity. However, <b>no evidence of financial or personal benefit</b> received by LIA or his wife from the arrangement, so conflict did not rise to the level of an actual conflict. <b>Potential conflict</b> only; written disclosure and consent was required.
<a href="#">RH v Ji [2021] NZIACDT 25</a> at [95] & [98]-[105]	LIA had personal interest to maintain <b>business relationship</b> with unlicensed person due to financial benefit he was receiving. LIA's <b>objectivity compromised</b> when unable to represent client's best interests in PPI response because he did not want to 'dob-in' unlicensed person's actions to INZ. <b>Actual conflict</b> ; should not have acted.
<a href="#">ZG v Parker [2020] NZIACDT 46</a> at [131] to [142]	LIA had <b>familial and business relationship</b> with client's employer. LIA's <b>objectivity compromised</b> when unable to represent client's best interests by providing financial information relating to sustainability of employment that was central to visa application outcome. <b>Actual conflict</b> ; should not have acted.



# Conflicts of interest: Dual representation

[DA v Ji \[2022\] NZIACDT 24](#) at [65]-[69]

*At the relevant time, Mr Ji was a director and shareholder of the immigration consultancy engaged by the complainant. He was also a director and shareholder of the employer company.*

*There is plainly a potential conflict of interest in the dual roles of immigration adviser and employer. Mr Ji would benefit financially from both roles.*

[QN v Nandan \[2024\] NZIACDT 22](#) at [95]-[105]

*Ms Nandan's dual roles which always had the potential to be in conflict (itself a conflict of interest) escalated to an actual conflict of interest.*

*From the complainant's perspective, she had been placed in a particularly difficult position. Once disputes arose between them in the context of her immigration applications, her ability to complain to or even dismiss Ms Nandan as her immigration adviser and seek independent advice elsewhere was limited by her employment (and visa status) being dependent on Ms Nandan. The same was true of the employment dispute. The complainant risked her visa status in pursuing an employment dispute with Ms Nandan.*

# Confidentiality and conflicts of interest: Scenario

**You are representing a visa applicant for an AEWV. Their prospective employer is paying your fee and you continue to provide them with ad hoc immigration advice. Midway through the process, the applicant tells you they will likely leave the job a few months after the visa is approved. The prospective employer is unaware of this and expects the applicant to stay long-term.**

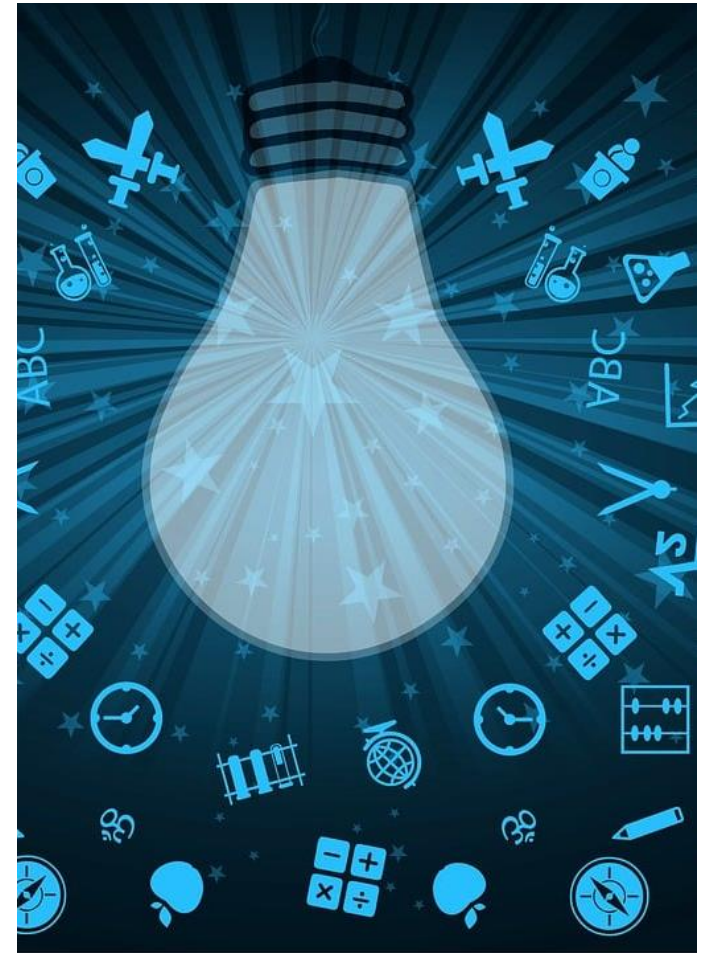
**Which action is acceptable under the Code of Conduct?**

- a) Inform the employer immediately to avoid reputational damage
- b) Withdraw from representing both parties due to a conflict of interest
- c) Advise the applicant they must stay in the role to avoid complications
- d) Continue representing both parties but avoid discussing the issue



# Key takeaways from scenario

- Early identification is key
  - Complete disclosure and consent
- Monitor for changes often
  - Update disclosure and consent (including written agreement [cl18(d)])
  - If required, stop acting
- ‘Catch-all’ consent is not helpful



# Resources

- [Code of conduct | IAA](#)
- [Code of conduct toolkit | IAA](#)
- [Immigration Advisers Complaints & Disciplinary Tribunal | New Zealand Ministry of Justice](#)



# 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.



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# Thank you

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