

Written agreements

Meeting the Competency Standard 6.7 performance indicator

8 May 2025 | 3 pm - 4 pm NZT

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

Today's webinar

Why does this matter?

Core requirements

Mandatory content

Observations from the proactive inspection model trial

Live Q&A



Why does this matter?



Regulatory requirements

- [Competency Standard 6.7:](#)

*“Advisers must be able to demonstrate: The 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.”*

- [Code of Conduct 2014 – Written agreements:](#)

- Clause 18(a): Must provide a written agreement
- Clause 19: Written agreement must contain certain information



Managing expectations

When you
contract someone
– what do you
want to know?

- Clause 2(a):

“A licensed immigration adviser must: maintain a relationship of confidence and trust with the client”

- Code-compliant agreements **set clear expectations** for the client-LIA relationship
- Complaints often arise from a **mismatch** in expectations
- Code-compliant agreements **protect you** by minimising the scope for a mismatch of expectations



The Tribunal's view

- [TA v Tian \[2022\] NZIACDT 19](#), paragraph [32]:

*“The breaches included such significant obligations as having a written client agreement and maintaining a client file. These are **not minor ‘paper shuffling’ obligations, but important protections for the client.**”*

17

Sanctions decisions
involving a breach
of clause 18 since
1 July 2024



Core requirements



Clause 18(a)

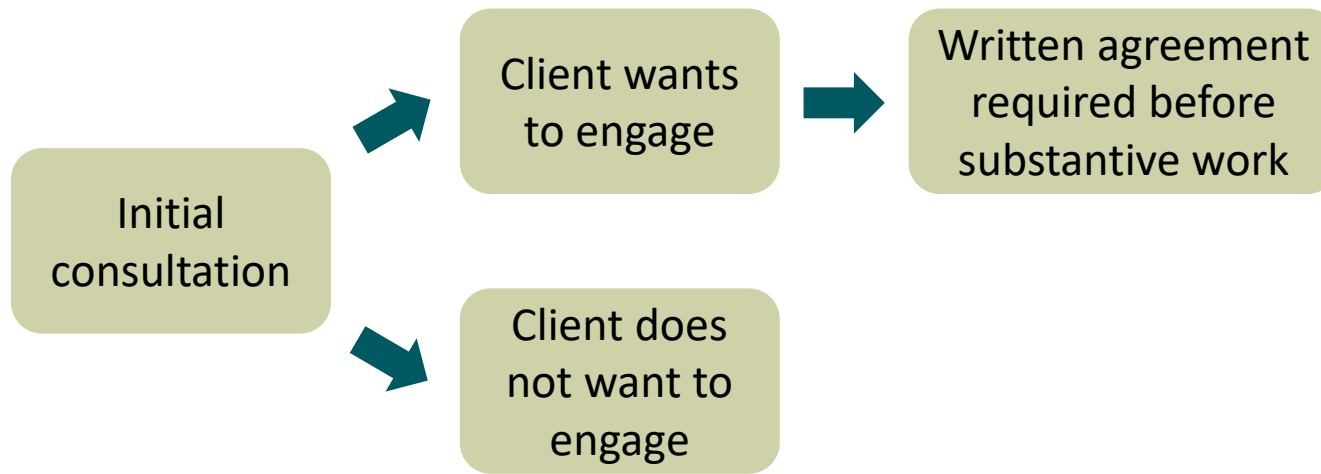
What do 'client'
and 'proceed'
mean?

- An LIA must ensure that:

*“when they and the **client** decide to **proceed**, they provide the client with a written agreement”*



Clause 18(a)



- [JY v Wen \[2025\] NZIACDT 08](#), paragraph [42]:

*“It is essential that **before the work is started**, the parties have agreed in writing to the scope of the services, the fee and their respective responsibilities. The failure to have a written agreement in place **before the work is undertaken** is a major departure from the expected standard.”*

Clause 18(b)

What record(s) do you keep of your compliance with cl18(b)?

- An LIA must ensure that:

*“**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]:

*“Mr Kim says he did so in the emails...such an explanation breaches the Code. It must be given **personally** by Mr Kim as the licensed adviser and must be **verbal**.”*

- [JY v Wen \[2025\] NZIACDT 08](#), paragraph [43]:

“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.”



Clause 18(c)

See: [INZ v Tran \[2024\] NZIACDT 27](#), paragraphs [36]-[38]

- An LIA must ensure that:

“all parties to a written agreement sign it, or confirm in writing that they accept it”

A travel agent you work with has provided you the contact details for the son of an elderly migrant who wishes to apply for a visitor visa. The migrant lives remotely and does not readily have access to the internet.

Which of the following are not Code-compliant actions? Select all that apply.

- a) Have the migrant’s son sign the agreement on behalf of the migrant
- b) Find a way for the migrant to sign or confirm acceptance in writing
- c) Do not take on the case
- d) Ask the travel agent to ensure the migrant signs or confirms acceptance in writing

Clause 18(d)

What 'changes' might occur?

- An LIA must ensure that:

*“any changes to a written agreement are recorded **and accepted in writing** by all parties.”*

- Common example: PPI is received meaning that scope of services needs to change.



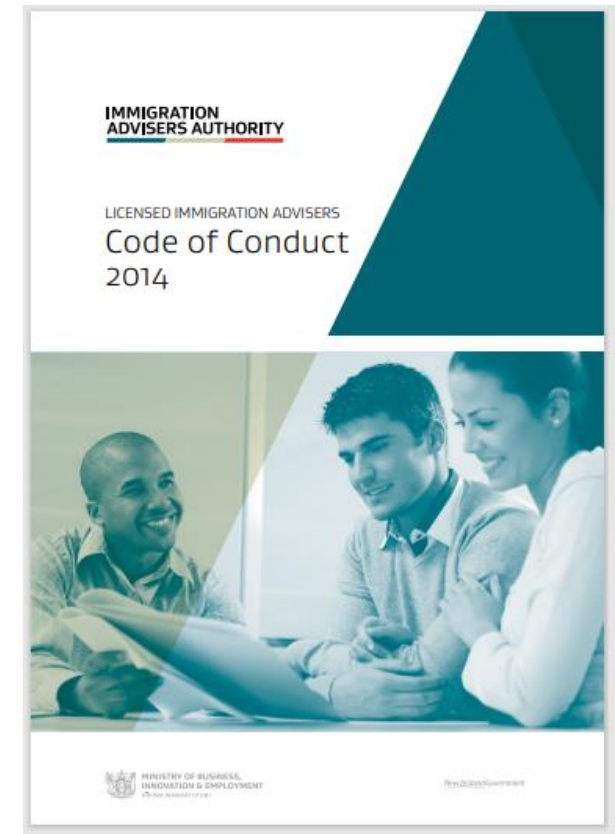
Mandatory content



Clause 19

Written agreement
– Guidance and
checklist for
licensed advisers

- 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 cl17 documents have been provided



Description of services: Sample clause

How can this
clause be
improved?

3.1 As part of Our professional responsibilities, We will provide You with a copy of the Licensed Immigration Advisers Professional Standards and explain this document to You.

3.2 We will prepare and compile all information required for Your AEWV.

3.2.1 As part of this, We will review all information and documents provided by You and Your partner; and provide You with advice as to New Zealand immigration law and instructions

3.2.2 We estimate that this process will involve the following stages and timeframes:

Stage 1: Send You a checklist

Stage 2: Submit Your visa application

Stage 3: Monitor INZ progress on Your visa application

3.2.3 We will confirm to You in writing when Your application has been submitted to INZ and provide you with ongoing timely updates every two weeks.

3.2.4 We will also confirm any material discussions with You in writing.



Description of services: Improvements

- Do not include work that has already been completed
 - e.g. cl17 obligations, initial consultations
- Explain acronyms – e.g. Accredited Employer work visa
- Tailor the description to the individual's circumstances
- Include sufficient detail to avoid misunderstanding:
 - what other tasks will be performed at each stage?
 - what is not included?



Disbursements: What to watch out for

Which of the following could be disbursements? Select all that apply.

- a) INZ application fee and levy
- b) International Qualification Assessment fee
- c) Document translation costs
- d) General medical examination costs

- Clause 19(g) – **likely disbursements**, including the **amount**, if known, or a reasonable estimate
- Clause 19(h) – who is paying?
- Date at which disbursements are correct



Payment terms: What to watch out for

How are payments in advance different?

- Multiple parties – who is paying? Migrant, employer, partner, family member?
- What \$ amount corresponds to each stage of work?

Stage 1:
\$1,500



Stage 2:
\$500



Total fee:
\$2,000

- When is payment expected?
- When will an invoice be issued?



Payments in advance: Scenario

You and client agree to a fee of \$250 for an initial consultation. You carry out the consultation, at the end of which the client signs your agreement and you issue them an invoice for \$2,250 to be paid into your practice account. This consists of \$250 to cover the consultation and \$2,000 to prepare the client's visa application.

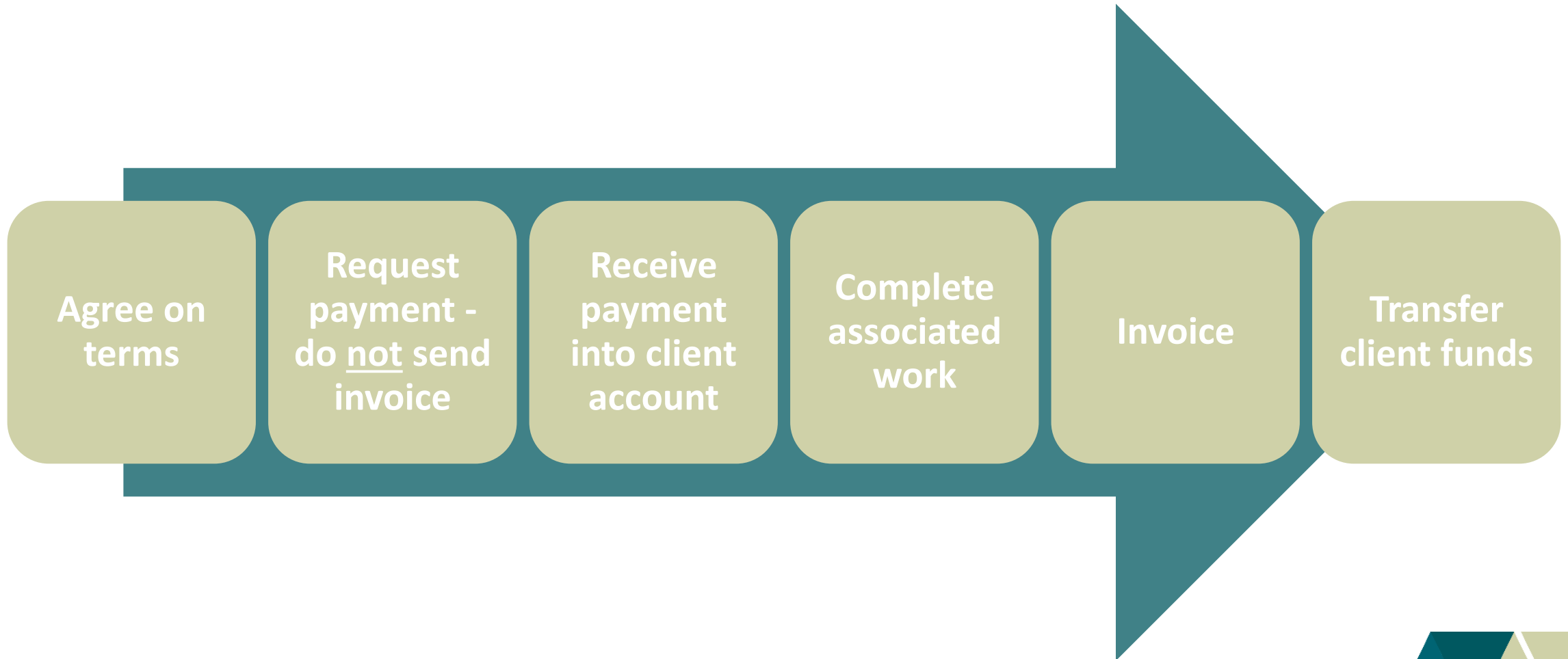
Are your actions fully Code compliant? Why/why not?

- a) Yes
- b) No



Payments in advance: Reminder

Are you receiving money before completing work or making a payment?



Refund policy: Scenario

See: [LB v Luv \[2024\]](#)
[NZIACDT 17](#),
paragraphs [119]-
[142]

Which of the following statements are not Code-compliant? Select all that apply.

- a) We will not provide You with a refund if You have provided false information to Us.
- b) If You terminate this Agreement prior to the completion of Our services, We will be entitled to be paid a non-negotiable minimum of 20% of the total service fee.
- c) If You terminate this Agreement prior to the completion of Our services, We will be entitled to be paid a fair and reasonable fee for Our Services provided up to the point of termination.



Observations from the proactive inspection model trial



Industry insights: Engaging with intermediaries

- Making sure you can meet your obligations when others are involved.
- [Yi v Liu \[2025\] NZIACDT 18](#), paragraph [30]:

“He operated in a way which prevented the complainant from taking advice direct from him, making it more likely his client would become the victim of immigration fraud....”
- [ZZ v Wen \[2025\] NZIACDT 09](#), paragraph [41]:

“While there is no evidence Ms Wen knew of the scam, permitting an unlicensed agent to exclusively speak allegedly on behalf of the complainant elevated the risk of fraud.”



Authority observations

- Who is the client?
- Representing more than one party (e.g. employer and employee):
 - Conflicts of Interest – Clause 19(l) of the Code of Conduct 2014:

“A written agreement must include... if applicable, a record 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.”
 - Confidentiality - Clause 4 of the Code of Conduct 2014:

“A licensed immigration adviser must: a. preserve the confidentiality of the client except in the following circumstances: i. with the client’s written consent...”



Multiple parties: Scenario – Part one

An Employer contacts you to become Accredited, they seek and you obtain four job tokens for them. They inform you that they need four people and give you a list of employees they want you to help get work visas. You appreciate them engaging you for their employer accreditation and agree to help the employees get their work visas.

Is there a potential or actual conflict of interest?

- a) Yes
- b) No
- c) Maybe



Multiple parties: Scenario - Part two

You work with the future employees to collate information for their work visas. You start preparing the INZ applications for the clients. The Employer contacts you and tells you they now only need three employees and to cease acting for one of the clients as they no longer need them. The client hears about this from the Employer and contacts you to tell you that as they have signed an employment agreement and want you to continue processing their application.

Is there a potential or actual conflict of interest?

- a) Yes
- b) No
- c) Maybe



Live Q&A

Today's topics:

- Why does this matter? – regulatory requirements, managing expectations, the Tribunal's view
- Core requirements – clause 18
- Mandatory content – clause 19
- Observations from the proactive inspection model trial – engaging with intermediaries, conflicts of interest, confidentiality

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](#)



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/IAAwebinar>

 Email us at info@iaa.govt.nz with **“Feedback – Webinar”** in the subject line



Thank you

