



## Agreement for Supply of Professional Services

BETWEEN     Peter Beiner, IAA 200800579  
Samantha Kelsey, IAA 201200910 ("the Provider")

and \_\_\_\_\_ ("the Client")

### 1. Agreement for Supply of Services

- 1.1 Under this Agreement the Provider agrees to provide the Services to the Client and the Client agrees to provide the required information for those Services.
- 1.2 This Agreement commences when signed and dated by both parties and both parties receive a copy of the signed Agreement.

### 2. Definitions

- 2.1 "**application**" includes applications to INZ, immigration appeals and other actions required in the course of providing the Services.
- 2.2 "**Client**" means the signatory to this Agreement unless that signatory signs as agent for the Client. If the Agreement is signed by an agent of the immigration applicant, references to application(s), visa, permits etc, will be considered to refer to the immigration applicant.
- 2.3 "**immigration advice**" has the meaning given in section 7 Immigration Advisers Licensing Act 2007
- 2.4 "**immigration applicant**" means the principal applicant for a visa, for an immigration appeal or for other immigration assistance provided by the Provider under this Agreement
- 2.5 "**Immigration Adviser**" means a person holding a current licence to provide immigration advice issued by the IAA.
- 2.6 "**IAA**" means the Immigration Advisers Authority.
- 2.7 "**INZ**" means Immigration New Zealand.
- 2.8 "**Provider**" includes employees and agents of the Provider who have lawful authority to provide some or all of the Services.
- 2.9 "**Services**" means the services provided by the Provider and set out in section 13.

### 3. Sole Agency

- 3.1 The Client appoints the Provider as the Client's agent and to receive and submit information about the Client to third parties in the course of providing the Services.
- 3.2 The Client agrees that, during the term of this Agreement, in respect of third parties which the Provider would normally contact in the course of providing the Services:
  - (a) the Client will not contact those agencies directly; and
  - (b) if approached by those third parties directly the Client will refer them to the Provider without providing information to those third parties in the Provider's absence.

3.3 The Client warrants that at the time of signing this Agreement:

- (a) the Client has not instructed any other agent to perform the Services,; or
- (b) the Client will immediately withdraw instructions from any other agent; and
- (c) the Client will not appoint any other agent while this Agreement is in force.

#### **4. Obligations of the Provider**

4.1 By accepting this Agreement the Provider undertakes to:

- (a) assess the Client's circumstances with reference to the Immigration Act and Amendments, Immigration Regulations and INZ Policy and procedures;
- (b) provide advice and information about the immigration process, documentation requirements, qualifications, registration, work experience and other relevant information as necessary for provision of the Services;
- (c) check all documentation against policy requirements, qualifications, references and Government forms;
- (d) check documents, prepare and lodge applications in accordance with criteria published by INZ or other agencies and current at time of lodgement of any application;
- (e) address issues specific to the Client's circumstances when filing applications;
- (f) maintain communications with the Client and other parties as required to continue providing the Services in a competent and timely manner.

4.2 The Provider reserves the right to suspend or cease providing the Services during the course of the Agreement if:

- (a) the Client fails to cooperate with the advice given by the Provider;
- (b) the Client changes contact details without notifying the Provider; or

In that event the Provider shall be entitled to advise INZ or other parties related to the provision of the Services that the Provider has suspended or ceased providing the Services, provided that the Provider shall otherwise preserve the Client's confidentiality under this Agreement.

#### **5. Obligations of the Client**

5.1 By accepting this Agreement the Client undertakes to:

- (a) provide all information and documents required by the Provider to provide the Services, including any signed authority to act on the Client's behalf;
- (b) follow the lawful directions of the Provider in order to enable the Provider to provide the Services;
- (c) notify the Provider of any change in circumstances which could affect the provision of the Services;
- (d) notify the Provider of any change of the Client's contact details; and

5.2 The Client warrants that to the best of the Client's knowledge all information provided by the Client to the Provider is complete, true and accurate.

#### **6. Provider's Warranties and Liability**

6.1 The Provider warrants that any person providing immigration advice to the Client under this Agreement is a currently licensed Immigration Adviser.

6.2 While providing the Services during the term of this Agreement, the Provider warrants that the Provider will use the level of professional skill which would reasonably be expected of a competent and capable immigration adviser.

6.3 The Provider does not warrant or guarantee:

- (a) to achieve any particular outcome for the Client unless such outcome is specifically set out in the Schedule;

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- (b) to perform the Services where such performance is rendered difficult or impossible because of a failure by the Client to provide required documents or to take any required actions within the necessary time limits stipulated by INZ, by another Government department or tribunal, by law, or as identified in any communication from the Provider verbally or sent to the Client's last advised postal or email address or fax number;
  - (c) to perform the Services where such performance would cause the Provider to contravene any law, breach the Code of Conduct of the IAA or have the potential to damage the Provider's reputation.
- 6.4 The Provider shall not be liable for any loss whatsoever suffered by the Client arising out of the Client providing false or inaccurate information in the course of provision of the Services.
- 6.5 The Provider shall not be liable for any loss whatsoever suffered by the Client arising out of disclosure by the Provider of information about the Client to the INZ, the IAA or other relevant agency which the Provider is required to disclose by law or pursuant to the IAA Code of Conduct.
- 6.6 Without limiting any rights and remedies of the Client under the Consumer Guarantees Act (if applicable), in no event will the Provider's total liability under any claim of whatever nature arising directly or indirectly from provision of the Services exceed the value of the Fees.
- 6.7 Where services are provided for commercial and not individual purposes the Consumer Guarantees Act shall not apply.

## 7. Confidentiality

- 7.1 Except as provided in this Agreement, all information and documents received by the Provider pertaining to the Client shall remain confidential to the parties and only be made available to other parties where necessary as part of providing the Services.
- 7.2 The Client authorises the Provider to disclose to the IAA any information given by the Client to the Provider in the course of providing the Services:
- (a) as part of an application by the Provider to obtain or renew a licence to be an Immigration Adviser; or
  - (b) when required, by law or pursuant to the IAA Code of Conduct to make such disclosure, by the IAA or other agency with lawful authority to demand disclosure.
- 7.3 No information provided by the Provider to the Client may be passed to any third party without the express permission of the Provider.

## 8. Intellectual Property

- 8.1 The Provider's intellectual property means information of any sort held by the Provider and includes, but is not limited to:
- (a) information relating to the employees, agents and clients of the Provider;
  - (b) research methods, know-how, procedures, trade secrets, business techniques and marketing strategies used by the Provider; and
  - (c) other information concerning the business, methods of operation, the finances and any other dealings, transactions and affairs of the Provider,
- but does not include information:
- (d) which forms part of the public domain; or
  - (e) which is otherwise available to the public through the purchase and use of commercial or retail products and services.
- 8.2 Where the Client comes into possession of any of the Provider's intellectual property, the Client shall only use that intellectual property for the purposes for which the Provider gave access to the intellectual property.
- 8.3 Any unauthorised possession or use of the Provider's intellectual property by the Client, or any use in a way which may actually or potentially cause the Provider to suffer a loss or expose the Provider to liability to any third party:
- (a) shall be deemed to be a conversion of the intellectual property to the use of the Client and actionable at law; and

- (b) may in the appropriate circumstances be treated as theft,  
and in any case shall be treated a breach of an essential term of this Agreement.

## 9. Complaints

- 9.1 The Client may complain about the Adviser's provision of the Services by using the following Adviser's complaints procedure:

### Aim of policy

1. To provide opportunity and the appropriate channels for clients to express their concerns in any issues related to their case.
2. To address all concerns from clients in a way that allows everyone a fair hearing.

### Following the Action

All complaints or concerns will be dealt with immediately by Persons Responsible

1. Following an oral complaint an invitation will be made to discuss the concerns or complaints. The invitation shall not be made later than seven (7) working days after receipt of the oral complaint.
2. After receipt of the complaint a written reply will be given to any complaints received in writing and an invitation will be made to discuss concerns within seven (7) working days.
3. A meeting / telephone conversation (if appropriate) will then be held between Persons Responsible and the complainant to discuss concerns.
4. If all parties are not satisfied a mediator (agreed upon by both parties) may be asked to advise, give legal support and resolve problems that may have arisen. The mediator should be engaged not later than 2 weeks after both parties have come to the mutual decision.
5. If an amicable agreement cannot be reached by both parties via mediation we will recommend that the complaint is directed to the Immigration Advisers Authority (IAA) the governing body that regulates persons / people who give immigration advice, where both parties will have ample opportunity to present their case.

The IAA contact details are as follows:

Immigration Advisers Authority  
PO Box 6222  
Wellesley Street  
Auckland 1141  
New Zealand

Phone (from overseas) +64-(9) 925 3838

Phone (within New Zealand): 0508 422 422

Website: [www.iaa.govt.nz](http://www.iaa.govt.nz)

6. Persons Responsible will take immediate action necessary to ensure that clients complaints are appropriately dealt with and that regulations and licence requirements are complied with at all times.
7. All complaints and outcomes will be dated and placed in a confidential file.
8. This policy will be reviewed annually.

### Implementing the Policy

1. This policy will be kept in the Instant Immigration Services Policy file and made available to clients at all times.
2. Information about the complaints procedure is communicated to clients with their formal contract.

- 12.2 The Client acknowledges that:

- (a) The Adviser has given the Client a copy of the the Adviser's complaints procedure; and
- (b) The Adviser has explained the procedure for complaining to the IAA.

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**10. Termination**

- 10.1 This Agreement remains in force until the Services have been completed
- 10.2 This Agreement may be terminated at an earlier time by either party giving written notice to the other party.
- 10.3 The Provider may terminate this Agreement if:
- (a) the Client or another party fails to take action directed by the Provider such that performance of the Services by the Provider is rendered unduly difficult or impossible; or
  - (b) performance of the Services would cause the Provider to contravene any law, breach the Code of Conduct of the IAA or have the potential to damage the Provider's reputation.

**11. Governing Law**

- 11.1 This Agreement is governed by and construed in accordance with the laws of New Zealand for the time being in force, and the parties agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.

**12. Independent Legal Advice**

- 12.1 The Client acknowledges that the Client was advised by the Provider that the Client was entitled to seek independent legal advice before entering into this Agreement.

**13. Services to be provided by the 'Provider':**

- 13.1 Application procedure Work Holiday Visa- Germany  
File-set up incl. case strategy according to IAA guidelines  
Assessment of client details with regard to eligibility to apply successfully for temp. working holiday visa  
Guidance in regard documentation required for application  
Reviewing completed application and documentation provided by client  
Preparation of submissions to Immigration New Zealand  
Copying file for our record  
Archiving for 7 years

The above **Agreement for Supply of Professional Services** of this Agreement as well as the Immigration Advisers Authority's [Professional Standards](#) have been explained to and been accepted by:

\_\_\_\_\_

\_\_/ \_\_/ 2019

*Signed by 'Client'*



02/07/2019

*Signed by or on behalf of the the Provider*