

**BEFORE THE IMMIGRATION ADVISERS
COMPLAINTS AND DISCIPLINARY TRIBUNAL**

Decision No: [2016] NZIACDT 22

Reference No: IACDT 047/15.

IN THE MATTER

of a referral under s 48 of the Immigration
Advisers Licensing Act 2007

BY

The Registrar of Immigration Advisers

Registrar

BETWEEN

Marthinus Greyling.

Complainant

AND

Sergey Gimranov

Adviser

DECISION

REPRESENTATION:

Registrar: Ms C Pendleton, lawyer, MBIE, Auckland.

Complainant: In person.

Adviser: In person.

Date Issued: 2 May 2016

DECISION

Introduction

- [1] The Registrar of the Immigration Advisers Authority referred this complaint to the Tribunal. The complaint relates to instructions Mr Gimranov received from a client to apply for a work visa and then a residence visa.
- [2] Mr Gimranov worked in a practice styled North Shore Immigration:
- [2.1] Mr Gimranov agreed to provide the professional services to apply for a work and residence visa,
- [2.2] The complainant paid \$7,000 for those services,
- [2.3] Mr Gimranov identified a Mr Woodberg styled as the managing director of North Shore Immigration. Mr Woodberg provided information for the complainant regarding the process for entering New Zealand, and what he should say to border control officers.
- [2.4] After entering New Zealand and evaluating the potential to live here, the complainant decided he did not want to live in New Zealand. He asked for a refund of fees.
- [2.5] Mr Gimranov refused to provide any refund of fees.
- [3] Mr Gimranov did not dispute what had occurred in any essential respect, but responded to the complaint saying Mr Woodberg acted properly; and he was not required to refund any fees, the complainant decided not to come to New Zealand so could not expect any refund.
- [4] The key grounds of complaint are:
- [4.1] Mr Woodberg provided immigration services unlawfully, and Mr Gimranov allowed that to occur in breach of his professional obligations. The essential principle underlying that ground of complaint is that unless a person is exempt from holding a licence, or does hold a licence as a licensed immigration adviser, the law prohibits them from providing any immigration services.
- [4.2] Mr Gimranov was required to charge professional fees that were fair and reasonable; and when the complainant decided not to proceed before Mr Gimranov lodged an application a refund was due.
- [5] The Tribunal must decide whether Mr Woodberg properly provided some services, and whether Mr Gimranov had an obligation to refund any fees. Then determine whether Mr Gimranov met his professional obligations in relation to those matters.

The complaint

- [6] The Registrar's Statement of Complaint put forward the following background as the basis for the complaint:
- [6.1] On 31 March 2015, the complainant engaged Mr Gimranov to assist him with applications for a working visa and residence. He wished to migrate to New Zealand. Earlier the complainant dealt with Mr Woodberg, the managing director of North Shore Immigration Ltd, the company operating the practice where Mr Gimranov works.
- [6.2] On 25 April 2015, the complainant emailed Mr Woodberg and said he was coming to New Zealand. Mr Woodberg sent instructions to the complainant regarding what he should say to immigration officers at the border. Mr Gimranov received copies of the email correspondence at the time.
- [6.3] The complainant paid Mr Gimranov the full fee of \$7,000 in several instalments, the last being on 25 May 2015. The complainant came to New Zealand, and received a visitor visa when he arrived on 1 June 2015. On 13 June 2015, the complainant

emailed Mr Gimranov and said he was reconsidering whether to migrate to New Zealand, and sought a refund of the fees he paid.

- [6.4] Mr Gimranov responded saying he had consulted with Mr Woodberg and there was no provision in the contract allowing cancellation based on a change of mind.
- [6.5] Mr Gimranov neither filed an application for a visa, nor refunded any of the fees he received.
- [7] The Registrar identified potential infringements of professional standards during the course of Mr Gimranov's engagement, the allegations were that potentially:
- [7.1] He breached clauses 1 and 3(c) of the Licensed Immigration Advisers Code of Conduct 2014 (the 2014 Code). Clause 1 required him to be honest, professional, diligent, respectful and conduct himself with due care and in a timely manner. Clause 3(c) required him to act in accordance with New Zealand immigration legislation. The breach potentially occurred as:
- [7.1.1] Section 6 of the Immigration Advisers Licensing Act 2007 (the Act) prohibits anyone from providing immigration advice unless licensed or exempt.
- [7.1.2] Mr Woodberg provided immigration advice, in telling the complainant what to say to immigration officials to secure a visitor visa.
- [7.1.3] Mr Gimranov knew Mr Woodberg was giving immigration advice to his client, in breach of the Act.
- [7.1.4] He breached his duties of professionalism and due care in permitting the unlawful activity.
- [7.2] He breached clauses 24(c) and 28(a) of the 2014 Code. Clause 24(a) required that he promptly provide any refund of fees due on completing or ceasing a contract for services. Clause 28(a) provided he must confirm to the complainant in writing when his services ended, and he did not do so. The breach potentially occurred as:
- [7.2.1] The complainant paid a professional fee of \$7,000 for his services toward applications for a work visa and residence.
- [7.2.2] Mr Gimranov had not completed those services, and the complainant wrote terminating his engagement and seeking a refund of services.
- [7.2.3] Mr Gimranov failed to either refund the fees, or cancel the contract; and failed to confirm the termination of services in writing.

The responses

- [8] The complainant did not file a statement of reply, and was not required to do so if he agreed with the contents of the statement of complaint.
- [9] Mr Gimranov filed a statement of reply; he denied the statement of complaint established the alleged grounds of complaint. Essentially his response was:
- [9.1] The complainant paid fees to North Shore Immigration Limited; it was a separate entity from Mr Gimranov so he was not responsible for the fees.
- [9.2] The information Mr Woodberg provided was on Immigration New Zealand's website, it was not immigration advice.
- [9.3] Mr Woodberg's communications related to the labour market, not immigration issues.
- [9.4] Mr Gimranov had performed various immigration services, the complainant could have applied for the visa himself if he wanted to do so, and accordingly Mr Gimranov had no obligation to refund fees.

- [9.5] It was for the Disputes Tribunal to deal with any refund of fees not this Tribunal.
- [9.6] The complainant was at fault, and if the Tribunal found Mr Gimranov should have refunded fees, then:

At this moment it appears that dangerous precedent could be encouraged when any person could enter into an agreement regarding immigration advice and then terminate it without any consequences of such actions. This in essence ruins the entire concept of law of contract by getting free services and without any breach of contractual obligations.

- [10] The complainant replied, challenging Mr Gimranov's explanation. Aside from his analysis of the implications of the Act and the Code, he criticised Mr Gimranov's explanation. He said the advice Mr Woodberg provided effectively amounted to coaching to provide false and misleading information to Immigration New Zealand. He said he regarded the failure to refund fees amounted to dishonesty.

Procedure

- [11] It appeared to the Tribunal that while the essential facts were not contentious, as they largely turned on the documentation, Mr Gimranov's perceptions he had at the time might be important and they were not evident to the Tribunal; significantly, it appeared Mr Gimranov provided his response in ignorance of his professional responsibilities.
- [12] The Tribunal requested that Mr Gimranov appear, so the Tribunal could discuss the complaint with him, and take evidence as required. The nature of the process was to provide an opportunity to ensure Mr Gimranov did understand the grounds of the complaint, and have a full opportunity of presenting his response. The directions for this appearance also provided for the complainant and the Registrar to attend and participate in the process, including cross-examination and the right to apply for a different form of oral hearing if they wished.
- [13] The Tribunal pointed out to Mr Gimranov he should consider taking legal advice.
- [14] None of the parties applied for any other form of oral hearing, and only the Registrar attended through her counsel when Mr Gimranov appeared. The hearing was an informal one where the Tribunal exercised its power under section 49(4). The Tribunal allowed Mr Gimranov to respond to issues.
- [15] Mr Gimranov chose not to attend with counsel. The Tribunal allowed him to have a McKenzie friend to support him. Ms Woodberg, a licensed immigration adviser working in his practice, took that role. The Tribunal allowed time for Mr Gimranov to consult privately with Ms Woodberg.
- [16] Aside from Mr Gimranov's appearance, the hearing has been on the papers, in accordance with section 49(3) of the Act.

Discussion

Preliminary

- [17] The Tribunal determines facts on the balance of probabilities; however, the test must be applied with regard to the gravity of the finding: *Z v Dental Complaints Assessment Committee* [2008] NZSC 55, [2009] 1 NZLR 1 at [55].
- [18] The Registrar's statement of complaint assembled the relevant documentation, and it is not contentious in terms of the scope of the material. When he appeared, the Tribunal and counsel for the Registrar both ensured Mr Gimranov was on notice of the nature of the allegations he faced, and the way in which the Act and the 2014 Code potentially applied in relation to the grounds of dispute. Mr Gimranov's response was to persist with the grounds set out in his statement of reply, in his view the Registrar and the Tribunal misunderstood his professional obligations. His professional service delivery met the legislated standards, and the Tribunal must dismiss the complaint.

- [19] Accordingly, it is necessary to consider the factual foundation for the complaint, and the relevant provisions that governed Mr Gimranov's conduct.

Unlicensed immigration advice

- [20] In many areas of professional and licensed practice, extensive use is made of people who do not hold the professional qualifications required of the person primarily responsible for providing the service. In some cases those persons hold different and complementary qualifications, such as lawyers and legal executives; surgeons, nurses, and anaesthetists; pilots, and first officers. Often people without formal qualifications provide essential services in these settings too, under delegation from the qualified person who is responsible for the work.
- [21] If there was no legislative direction, a licensed immigration adviser could conduct their practice using unqualified people, and the case would not be easily made out they acted unreasonably or irresponsibly in doing so. Any complaint would likely require a demonstration of failure to delegate appropriately, or supervise properly if that were the law. Unqualified people successfully provide very important skills in many areas of professional service delivery.
- [22] However, the Immigration Advisers Licensing Act 2007 (the Act) was, among other things, intended to put an end to a history of a small minority of advisers who exploited vulnerable migrants. The background to the Act is discussed in *ZW v Immigration Advisers Authority* [2012] NZHC 1069, and reflected in section 3 of the Act.
- [23] It is evident the legislative scheme is designed to exclude unlicensed people from engaging in the delivery of professional services to a degree that is far from universal in the regulation of professional service delivery.
- [24] It was foreseeable some people who had formerly provided immigration services, and failed to gain a licence, would seek to have a licensed person "rubber stamp" their continuing activity in the industry. Unfortunately, this Tribunal's work demonstrates that was a well-founded apprehension and an area where enforcement action has been necessary.
- [25] Against that background, the policy behind the stringent restrictions in the Act on unlicensed persons providing immigration services is evident.
- [26] Section 6 prohibits persons who are not licensed or exempt from licensing providing immigration advice. Section 63 of the Act provides that a person commits an offence if they provide "immigration advice", without being either licensed, or exempt from the requirement to be licensed.
- [27] The scope of "immigration advice" is defined in section 7 very broadly. It includes:
- using, or purporting to use, knowledge of or experience in immigration to advise, direct, assist, or represent another person in regard to an immigration matter relating to New Zealand ...
- [28] There are exceptions. Section 7 provides that the definition does not include "clerical work, translation or interpreting services".
- [29] The other exception in section 7 is that immigration advice does not include "providing information that is publicly available, or that is prepared or made available by the Department". However, that is not authority for an unlicensed person to engage with the specific factual situation of the person dealing with an immigration issue, and provide advice. The exception only allows the delivery of information, not the provision of advice.
- [30] It is necessary to make the material factual determinations against that background.
- [31] The complainant in response to Mr Gimranov's statement of reply provided colour copies of correspondence from Mr Woodberg. He said it proves Mr Woodberg provided him with advice on how to negotiate his arrival at the New Zealand border. He believed it was dishonest, including advice to prepare a false itinerary. The complainant said if he followed Mr Woodberg's advice, Immigration New Zealand would likely have denied him entry to New Zealand; and accordingly he did not do so and told the immigration officer at the border why he

travelled to New Zealand and the arrangements he had made. He says that was different from Mr Woodberg's advice.

[32] It is not necessary for me to decide whether what Mr Woodberg did was dishonest, and I will reach no conclusion regarding Mr Woodberg's intentions for the purpose of this decision. The issue I have to decide is whether Mr Gimranov's reaction met the professional standards applying to him.

[33] On 2 April 2015, the complainant wrote to Mr Gimranov about entering New Zealand on a visitor's visa. That email establishes Mr Gimranov had notice Mr Woodberg had provided advice regarding what the complainant would say at the border. The complainant told Mr Gimranov:

... I'm trying to understand the whole Customs thing and what you actually say when they ask: "Business or pleasure" [Mr Woodberg] touched on the matter of not telling them you are here looking for work, but I feel that is the correct answer. Obviously you are only looking and know that you can't work or stay without a valid visa or permit. So what exactly do you say or do at the airport?

[34] On 7 April 2015 the complainant again wrote to Mr Gimranov and said:

[Mr Woodberg] did not give a clear indication on what to do and say exactly, but made it clear what could happen if you get it wrong. So, if I understand correctly, the best option would be to plan a long holiday of several weeks with a complete itinerary covering all the bases of a typical holiday – and throw it out the window as soon as the visitor Visa is approved?

If that's the case then filling in the arrival card is easy, and I'll only travel with the "typical tourist" items – and ship the rest over later.

Just seems wrong by starting afresh and lying to the first government official you meet ...

[35] Mr Gimranov replied on 9 April 2015:

It is not about lying to anyone. You are going to travel to NZ to look around and see whether you like it or not. The whole job story is your secondary intention. You don't have a job here and you don't have any interviews scheduled. Don't make it too complicated and there is no need to make up plans and book places if you are not going there. Looking around is your primary intention.

[36] On 15 April 2015 Mr Gimranov provided an extract from the Immigration New Zealand website, that in part explained the true position regarding travelling to New Zealand under a visitor visa to seek work. The information was incomplete, but did set out the basic information.

[37] Immigration New Zealand expects persons potentially migrating to New Zealand to visit and consider their options. For present purposes, it is sufficient to note that if a person comes to New Zealand primarily to holiday, they may enter using a visitor visa and investigate their options. They will need to satisfy the border control officer they are not likely to overstay or breach their visa. A person may travel to a job interview using a visitor visa, but they need to declare they are entering for a business purpose. Generally, if a person has job offer, they should apply for a work visa to enter New Zealand.

[38] What the complainant proposed to do, under a visitor visa was proper. He wanted to come and see what he thought of New Zealand, and see what his employment and other opportunities were. He would apply for a work or residence visa if he had the right opportunity, and leave if that did not occur. Provided he honestly said what he was doing, it was entirely proper. As it transpired, he did not find New Zealand attractive and left.

- [39] The complainant provided a copy of Mr Woodberg's email of 25 April 2015, he referred to his question and Mr Woodberg's answer:

Complainant's question

My airplane ticket is in the bag and I'm set to arrive on the 1st June 2015 just before midnight. I thought of booking into a 24 hour hotel for the first night, or three, until I get things sorted out.

My itinerary for the first few days covers visiting your offices (morning of the 2nd), bank account, New Zealand phone number, driver's licence and registering as a taxpayer. Other than that I was hoping to start looking for work in the Christchurch area by the following week.

Mr Woodberg's reply

Not sure why you want to go to Christchurch all my contacts are in Auckland I am sure you will find a position very quickly you have a great CV and good skills. ***You will need another itinerary for customs if they ask you questions, why you are here. You need to say holiday and look see. So write down some of the things you think you will like to see.*** Has [Mr Gimranov] sent you a full documents checklist of what docs you will need to get. Changing CV with NZ mobile number and NZ address then forward to me. (emphasis added)

- [40] The complainant said the italicised words were an invitation to create a false itinerary to deceive the border control officer, and an invitation to provide false information. The complainant said instead he told the immigration officer at the border, he was there to evaluate his immigration opportunities, he had appointed an immigration adviser, and provided details of his qualifications and supporting documents. He said the immigration officer was satisfied with the information, and issued a visitor visa.
- [41] The Registrar also provided a document Mr Woodberg sent to the complainant headed "Customs in New Zealand". Relevant parts of the document told the complainant that:

To work in New Zealand you need a work visa, to visit New Zealand you need a visitor's visa, to live in New Zealand indefinitely, you need residence. All seems very simple until you want to come to New Zealand on a visitor's visa to look for work. You are breaking the law and the customs office can put you back on a plane to go straight back where you came from.

...

So if you are coming to New Zealand to have a "look see" to see if the country suits your lifestyle or not, you cannot say you are coming to New Zealand for work. The customs officer will immediately assume you are coming to look for work illegally and will restrict your visit for the duration of your holiday or send you back to your home country immediately.

- [42] The information Mr Woodberg provided on 25 April 2015, on its face, misrepresents New Zealand's immigration requirements, and creates the impression the complainant should have prepared a false itinerary and misrepresented why he was coming to New Zealand.
- [43] In short, the complainant was entirely correct. There was no reason for him to expect difficulty entering New Zealand for the purpose he intended, provided he was honest about his intentions. If he had a false itinerary, as Mr Woodberg appeared to suggest, Immigration New Zealand could well have denied him entry; the same outcome would have likely resulted from failing to declare his true intentions.
- [44] Mr Gimranov had the information set out. As from 2 April 2015, he had sufficient information to know Mr Woodberg potentially provided immigration advice to the complainant unlawfully. On 25 April 2015, he also knew that Mr Woodberg provided coaching likely to create an impression in the complainant's mind that he should create a false document, and misrepresent his intentions to Immigration New Zealand. Furthermore, he knew that the complainant understood the information he received from Mr Woodberg was an invitation to lie "to the first government official you meet".

- [45] Accordingly, Mr Gimranov had information that should have caused him to believe that potentially Mr Woodberg had committed a criminal offence under the Act, by providing immigration advice to his client. Further, that the immigration advice was wrong and amounted to counselling his client to provide false or misleading information to Immigration New Zealand that could permanently affect his client's immigration prospects; alternatively, the complainant at least understood Mr Woodberg encouraged him to provide false or misleading information.
- [46] Mr Gimranov did nothing to protect his client when he knew of Mr Woodberg's conduct, and its effect on his client. He still denies he had professional duties to protect his client from Mr Woodberg's actions. I am satisfied Mr Gimranov breached the 2014 Code in the respects alleged:
- [46.1] His failure to inform his client Mr Woodberg was not entitled to provide immigration advice and, that what Mr Woodberg told his client was wrong, establishes Mr Gimranov was not professional, and accordingly breached clause 1 of the 2014 Code.
- [46.2] He took no, or no adequate, steps when Mr Woodberg intervened in his professional relationship with his client, an unlicensed person provided immigration advice in breach of the Act. Accordingly, he failed to deliver his professional services to the complainant in accordance with the Act, and breached clause 3(c) of the 2014 Code.

Failure to refund fees

- [47] Mr Gimranov says:
- [47.1] Any obligations relating to fees attach to North Shore Immigration Ltd, not him.
- [47.2] He did enough work to justify the fee of \$7,000; though, he had not applied for a visa the complainant could have done it himself if he wanted to.
- [47.3] The Tribunal lacks jurisdiction the issue is for the Disputes Tribunal.
- [47.4] The complainant was at fault for not proceeding with the applications.
- [48] Mr Gimranov was the licensed immigration adviser in the client relationship with the complainant. He is personally responsible. The issue is settled¹, the scheme in the Act does not license practices, it licenses individual immigration advisers and they are personally responsible for client relationships, and the disciplinary sanctions that follow in the event of breaches. The Tribunal has warned licensed immigration advisers, they fail to ensure they have legal and *de facto* control over their practice environment at their peril². That may be through equity holdings, contractual or employment structures; and regardless they must have a real ability to ensure they meet all the requirements of the Act and the Code in their professional service delivery.
- [49] Furthermore the agreement to provide services did not refer to a company as the service provider, it referred to "North Shore Immigration" in some places, and "North Shore Immigration Services" in other places. The impression is that the name is a trading name, not a company.
- [50] The other technical issue is also without merit. This Tribunal has jurisdiction over professional disciplinary matters not the Disputes Tribunal.
- [51] Clause 24(a) required that Mr Gimranov promptly provide any refund of fees due on completing or ceasing a contract for services. He says the agreement for the provision of services precluded the complainant ending the agreement and, in any case, he did sufficient work to justify the fee.

¹ *Wang v Immigration Advisers Authority* [2016] NZDC 2414 para.[20] – [21]
² Clause 24(b) of the 2014 Code reinforces the point.

- [52] Mr Gimranov was required to undertake a thorough client engagement process, and then protect his client. His obligations included:
- [52.1] Having a written agreement, explaining all the significant matters relating to it, and disclosing the key elements of the 2014 Code³;
 - [52.2] Ensuring that any fees charged were fair and reasonable⁴;
 - [52.3] Ensuring that all refunds given are “fair and reasonable in the circumstances”⁵;
 - [52.4] Ensuring that refund obligations can be met⁶;
 - [52.5] When he took fees in advance of them being both payable and invoiced, he was to treat them as client funds, kept in a separate bank account⁷.
- [53] However, Mr Gimranov took a fee and did not bank it as client funds, he allowed the practice where he worked to use the funds; notwithstanding, he had lodged neither of the applications to which the fees related. The only element presented as grounds of complaint is Mr Gimranov’s failure to provide a refund. Plainly, he was obliged to be in a position to do so, if any refund was due.
- [54] Mr Gimranov claim that he was entitled to keep all of the fee as the contract did not allow an alternative outcome is wrong. Aside from the fact Mr Gimranov was not entitled to contract out of compliance with the Code of Conduct, he provided his client with the information the only fees to be charged would be “fair and reasonable in the circumstances”. He had to provide that information from the 2014 Code as part of establishing his professional relationship.
- [55] Mr Gimranov says it was fair and reasonable that he charge all of the fee as his client could have completed his own immigration applications. The proposition is devoid of logic and merit. Mr Gimranov was engaged to provide these services. Mr Gimranov’s alternative proposition is that he did so much work he was entitled to keep the whole of the fee.
- [56] Aside from the obvious fact that Mr Gimranov had not drafted either of the two applications he agreed to complete, his own representations indicate the complainant was only at a preliminary stage of deciding whether to seek to migrate to New Zealand. There was no justification for Mr Gimranov completing work beyond the initial work of:
- [56.1] Advising his client of what his potential immigration prospects were;
 - [56.2] What was required to enter New Zealand to evaluate whether he wished to migrate and what his employment opportunities were in New Zealand if he did so; and
 - [56.3] To assist with the documentation and procedures to enter New Zealand for this limited purpose.
- [57] Mr Gimranov understood the preliminary nature of his client’s immigration initiatives he told his client to say to Immigration New Zealand at the border:
- [57.1] “You are going to travel to New Zealand to look around and see whether you like it or not.”
 - [57.2] “You don’t have a job here and you don’t have any interviews scheduled.”
- [58] If Mr Gimranov thought his client had advanced his migration plans beyond that, he was apparently coaching this client to misrepresent his circumstances to Immigration New Zealand. As it transpired, his client did have a look around, and decided New Zealand was not somewhere he wanted to live. A fair and reasonable fee for this preliminary work cannot have been the whole fee negotiated for lodging work and residence visa applications. Accordingly,

³ Clause 18 of the 2014 Code

⁴ Clause 20 of the 2014 Code

⁵ Clause 24 of the 2014 Code

⁶ Clause 24(b) of the 2014 Code

⁷ Clause 25 of the 2014 Code

when his client terminated the contract, he was entitled to a refund deducting only a fair and reasonable fee for preliminary work. Mr Gimranov for patently unjustifiable reasons failed to provide any refund, and breached clause 24(c) of the 2014 Code.

- [59] Clause 28(a) provided Mr Gimranov must ensure he confirmed the termination of services, for any reason, to the complainant in writing. Mr Gimranov failed to do so, though in the circumstances his client did not require further immigration advice, or an explanation of his circumstances. Accordingly, this additional ground, while established, does not add materially to the grounds of complaint.

Decision

- [60] The Tribunal upholds the complaint pursuant to section 50 of the Act; Mr Gimranov breached the 2014 Code in the respects identified, and they are grounds for complaint pursuant to section 44(2) of the Act.

Submissions on Sanctions

- [61] The Tribunal has upheld the complaint; pursuant to section 51 of the Act, it may impose sanctions.
- [62] The Authority and the complainant have the opportunity to provide submissions on appropriate sanctions, including potential orders for costs and compensation. Whether they do so or not, Mr Gimranov is entitled to make submissions and respond to any submissions from the other parties.
- [63] I note a significant issue in Mr Gimranov's professional offending is an apparent lack of insight. He persisted in attempting to justify indefensible conduct; even after the Registrar's counsel and the Tribunal made it clear why his response to the complaint apparently provided no answer; despite, the Tribunal giving him time for reflection and consultation at the hearing. The Tribunal will give Mr Gimranov a final opportunity to consider the matters now set out in writing in this decision and, it repeats its earlier notice regarding Mr Gimranov's right to legal representation.
- [64] The Tribunal observes it will potentially make orders affecting Mr Gimranov's licence; and if he is to continue as a member of the profession, it will potentially be subject to orders regarding training and supervision. If the Registrar and Mr Gimranov address those issues, it will assist the Tribunal. The complainant, of course, should address those matters, and any matters of concern to him.

Timetable

- [65] The timetable for submissions will be as follows:
- [65.1] The Authority and the complainant are to make any submissions within 10 working days of the issue of this decision.
- [65.2] The adviser is to make any further submissions (whether or not the Authority or the complainant makes submissions) within 15 working days of the issue of this decision.
- [65.3] The Authority and the complainant may reply to any submissions made by the adviser within 5 working days of him filing and serving those submissions.

DATED at Wellington this 2nd day of May 2016

G D Pearson, Chair