

Visa Verification Service Guide



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New Zealand Government

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What is the Visa Verification Service?

The Visa Verification Service is an online enquiry service for verifying the details of a current New Zealand visa.

The Visa Verification Service is provided by Immigration New Zealand (INZ), a service of the Ministry of Business, Innovation and Employment. In addition to the Visa Verification Service, INZ also offers two other services – VisaView for Employers and VisaView for Education Providers – which can be used by New Zealand employers and education providers to confirm if a non-New Zealand citizen can work for or study with them.

Who can use the Visa Verification Service?

Any person can use the Visa Verification Service to verify a New Zealand visa, so long as they are authorised to do so by the visa holder and have a **RealMe** account.

For example, the visa holder may authorise their sponsor, a bank, health services provider or recruitment agency to verify their status. The visa holder can do this by sharing sufficient personal details with this third party to enable them to perform the Visa Verification Service enquiry.

The Visa Verification Service does not confirm identity

The Visa Verification Service does not confirm the identity of the person presenting a visa. It is important to be confident that the person presenting a visa is in fact that person.

INZ recommends you confirm the identity of all visa holders face-to-face using original photo identification. All non-New Zealand citizens who are legally in New Zealand should have a valid passport or other travel documents that can be used as photo identification.

For advice about what other documents may be used as evidence if a person cannot provide photo identification, email the Department of Internal Affairs on **eoistandard@dia.govt.nz**.

Privacy obligations

Visa Verification Service users must comply with the Privacy Act 1993 in all respects, including:

- > only using the Visa Verification Service with the consent of the visa holder
- > only using personal information for lawful purposes
- > only retaining personal information as long as required
- not sharing personal information unless authorised by the visa holder or in accordance with a lawful purpose
- securely destroying any electronic or hardcopy versions of personal information when no longer required
- > storing or sharing the information in a secure manner.

More privacy information is available by clicking on the 'Legal' link at the bottom of the INZ website, www.immigration.govt.nz.

■ PRIVACY - FAQS

What information do I need to provide to register to use the Visa Verification Service?

Users first need to log in through their RealMe account. They can then create a Visa Verification Service account by entering their name, contact number and email address.

This information can be updated by the user at any time.

What information do I need about the visa holder to verify a visa?

To make a Visa Verification Service enquiry, you need the following information about the visa holder:

- > Family Name
- Passport Nationality
- > Current Passport Number
- Date of Birth
- > Gender
- > Visa Start Date

This information must be provided from the visa holder's current passport, visa label, or visa approval notification.

How do I get the visa holder's consent?

Users are required to obtain the visa holder's consent before making a Visa Verification Service enquiry. The visa holder can give their consent verbally or in writing (for example, you can include consent in your application form).

What information will users be able to see about a visa holder?

Users will be able to view information about the visa holder's current visa. The information they will see is:

- > Visa Type
- > Visa Start Date
- Number of Entries (single or multiple entry)
- > INZ Client Number
- > Family and Given Names
- Gender
- > Passport Number

- First Entry Before date
- > Expiry Date Travel
- Visa Expiry
- Passport Nationality
- > Date of Birth
- Visa Conditions

Will I be able to see the status of visa applications that INZ has not yet decided?

No

Will I be able to see travel movements or if the visa holder is currently in New Zealand? No.

Complaints

If you wish to make a complaint about the Visa Verification Service or information provided by the Visa Verification Service, contact INZ through the complaints process published on the INZ website, **www.immigration.govt.nz.**

Support

Contact the Immigration Contact Centre (ICC) if you need help when using the Visa Verification Service.

> From Auckland: (09) 969 1458
 > From Wellington: (04) 910 9916
 > Rest of New Zealand: 0508 967 569

For general visa enquiries please phone 0508 558 855.

Using the Visa Verification Service

Overview

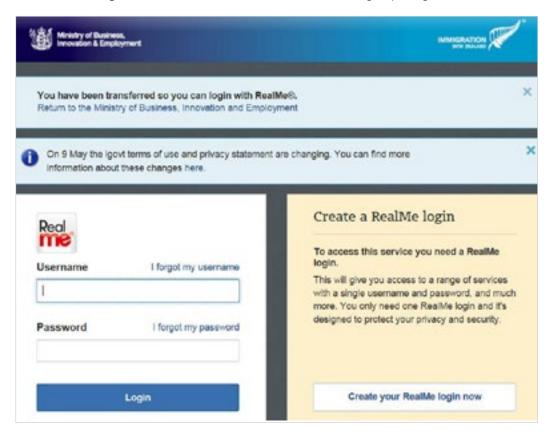


Step One: Register for RealMe

Before you can use the Visa Verification Service you need your own RealMe user account. If you do not already have your own RealMe user account, create one by clicking on **Create your RealMe login now** and following the instructions. When setting up your RealMe user account, you can use the same email address as the one you will use for the Visa Verification Service.

When you have set up your RealMe user account, use the username and password to log in to the Visa Verification Service.

See www.realme.govt.nz for more information on RealMe, including help using RealMe and FAQs.



■ TIPS FOR REGISTERING FOR REALME

- > The email address you use for your RealMe account can be the same as the one you will use for the Visa Verification Service.
- > It is important you enter at least one contact phone number.
- > When you set up your RealMe user account, you must choose three security questions. You will be asked these questions if you forget your password, so make sure you choose questions with answers you will easily remember.

Step Two: Register for the Visa Verification Service

Are you a New Zealand employer or education provider with an existing VisaView account?

If yes, \log in to your existing VisaView account and register as a Visa Verification Service user from there.

If no, follow the following steps to register as a new user:

- 1. Click Set up Visa Verification Service Account.
- 2. Enter your name, phone number, email address and user type, then click Next.
- 3. Review and accept the Visa Verification Service Terms and Conditions of Use, then click Next.
- Result:

The **Registration Completed** page displays, confirming you have successfully registered for the Visa Verification Service.



REGISTRATION AND ACCOUNT MANAGEMENT - YOUR OBLIGATIONS

You must keep your account log in details confidential and do not share these with any third party. Users must not share user accounts.

You must immediately notify INZ in writing of any unauthorised use of user accounts or any other actual, suspected or potential breach of security.

You must keep your contact details up to date.

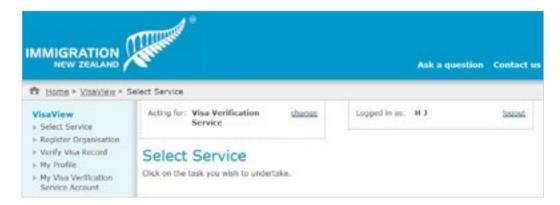
For further information about your obligations, click on the Terms and Conditions link at the bottom of the registration screen or refer to Appendix Two.

■ REGISTER FOR THE VISA VERIFICATION SERVICE - FAQS

What if I already use VisaView for Employers or VisaView for Education Providers?

If you already have a VisaView employer or education provider account, you can login to your VisaView account and register for a Visa Verification Service account from there.

If you register for both services, you can switch between them by clicking Select Service (in the left hand menu) to perform different types of enquiries. Click **Verify a visa** to run a visa verification enquiry. Click **Check entitlement** to run a study or work entitlement enquiry.



What if my contact details change?

When logged in to the Visa Verification Service, click **My Visa Verification Service Account** (in the left hand menu) to view your account details. From here you can edit your name, phone number, email address and user type.

Step Three: Use the Visa Verification Service to make visa enquiries

To verify a visa:

- 1. Click on Verify Visa Record (in the left hand menu)
- 2. Enter the following details, as per the visa holder's current passport, visa label or visa approval notification:
 - > family name
 - passport nationality
 - > passport number
 - > date of birth
 - > gender
 - > visa start date (note, this cannot be before 01 January 1998 and cannot be in the future).
- 3. Confirm the visa holder has consented to this check by ticking the checkbox.
- 4. Click Check Visa.
- 5. Result:

If successful, the Visa Verification Result screen displays, showing details of the visa record held by INZ. Appendix One includes information on how to understand visa verification enquiry results.



■ USE THE VISA VERIFICATION SERVICE TO MAKE VISA ENQUIRIES — FAQS

What if my visa enquiry does not provide a result?

If you do not get a result, carefully check the details you have entered are correct and match the visa holder's current passport or visa approval notification.

If you have entered the information correctly and do not get a result, please advise the visa holder to contact the ICC and a Customer Services Officer will look into the issue. Note the ICC will only discuss the details of the visa with the visa holder.

There are some instances where the system may not be able to verify the visa based on our online records. For example:

- > Where a residence class visa holder has been in New Zealand for a long time without travelling overseas or renewing their visa
- > Where INZ has corrected certain details held about the visa holder following their arrival in New Zealand
- > Where a student visa holder has been issued a variation of their visa conditions
- > Where the visa was issued before 01 January 1998.

What if the visa holder arrived as a visitor without applying for a visa before they travelled?

Citizens of visa waiver countries are granted a visitor visa at the New Zealand border. The 'Visa Start Date' is the date the visa holder arrived in New Zealand. See **www.immigration.govt.nz** for more information about visa waiver countries.

What if the visa holder is a New Zealand resident?

The start date of the visa holder's current residence class visa appears on the visa label. If the visa has been transferred to a new passport, the visa start date will be the date the transfer occurred, as shown on the visa label.

What if the enquiry result is different from information the visa holder has given me?

There may be a valid reason for this. Please advise the visa holder to contact the ICC and a Customer Services Officer will look into the discrepancy. Note the ICC will only discuss the details of the visa with the visa holder.

Why is there a difference in the 'Date of Enquiry' and the 'As at' date?

The 'Date of Enquiry' indicates when you ran the enquiry. The 'As at' date indicates when the visa information displayed in the enquiry result was retrieved from INZ's core systems. Please note that the visa information contained in the Visa Verification Service can be up to 24 hours old.

Why can't I enquire about a visa with a future start date?

The Visa Verification Service only contains current visas. If a visa has a start date that is in the future, it is a pending visa and will only become current on the start date.

Can I enquire about Australian citizens?

The Visa Verification Service does not include information on Australian citizens. Australian citizens who are granted entry to New Zealand using a current Australian passport are normally granted a New Zealand resident visa on arrival. See **www.immigration.govt.nz** for more information about what Australian citizens are eligible for while they are in New Zealand.

Can I enquire about interim visa holders?

The Visa Verification Service can verify certain information about interim visas, such as the visa expiry date, but it cannot provide details of the conditions that apply to the interim visa. If you run a query about an interim visa holder, you will get the following message:

This person's interim visa conditions are set out in their interim visa approval letter. This visa will expire on the earlier of the visa expiry date specified, or the date a decision is made on their temporary visa application that is in progress.

Refer to the visa holder's interim visa approval letter for more information.

What about endorsements of New Zealand citizenship?

Some New Zealand citizens hold citizenship and carry a passport from another country. They can choose to have their New Zealand citizenship endorsed in their foreign passport. This endorsement can be verified using the Visa Verification Service.

Can I see a record of my previous visa enquiries?

No. Your Visa Verification Service account does not keep a record of your enquiries. If you need a record of your enquiry, download the enquiry result by following the steps detailed in Step Four: Download the visa verification result.

Why have I been locked out of my account?

The Visa Verification Service will lock you out of your account if you try to run a query three times using information that does not match a visa held by INZ.

If you become locked out of your account, contact the ICC to have it re-activated.

■ TIPS FOR USING THE VISA VERIFICATION SERVICE TO MAKE VISA ENOUIRIES

- > Enter the enquiry information exactly as it appears in the visa holder's current passport and/ or visa approval notification.
- > Take care with passport numbers, including the letter '0' and the digit '0'.
- > Ensure you enter the correct nationality. For example, some British passport holders are actually Hong Kong nationals; their passport will state British National (Overseas).
- > For Russian passport numbers, refer to the bottom left hand barcode (Russian passports should not start with an 'N').
- > For German passport numbers, refer to the bottom left hand barcode and enter the first nine characters.

Step Four: Download the visa verification result

Your Visa Verification Service account **does not** keep a record of your visa enquiries. If you need to keep a record of your enquiry, you can download a PDF copy of it by clicking Download Result on the visa verification result screen. Once downloaded, you can print a hardcopy and/or save the PDF to your computer.

Any records you download must be treated in accordance with the Privacy Act 1993, including:

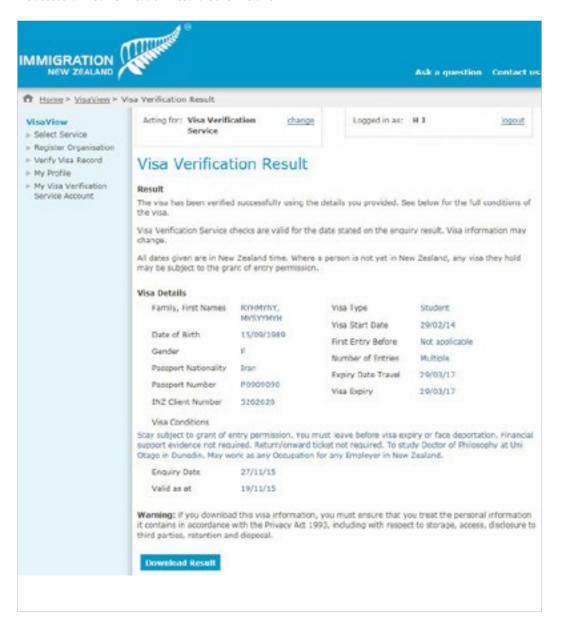
- > only retaining the information as long as it is required
- not sharing the information unless authorised by the visa holder or in accordance with a lawful purpose
- > securely destroying any electronic or hardcopy versions of the information when it is no longer required
- > storing or sharing the information in a secure manner.

Appendix One – Visa Verification Service enquiry results

Example result

The Visa Verification Result shows details of the visa record held by INZ for a particular visa holder. It includes information about the visa and its conditions, such as length of stay and work or study entitlements.

A successful Visa Verification Result looks like this:



Explanation of result fields

Field	Explaination	
Family, First Names	The enquiry result will always display the visa holder's name according to the passport to which the visa was issued.	
	NOTE: In some cases this may differ from the name entered in the search (eg maiden name vs married name).	
Passport Nationality	The enquiry result will display the passport nationality of the passport to which the visa was issued.	
Passport Number	The enquiry result will display the passport number of the passport to which the visa was issued.	
Date of Birth	The visa holder's date of birth.	
Gender	The visa holder's gender.	
INZ Client Number	The visa holder's INZ number.	
Visa Type	INZ currently issues the following visa types:	
	• visitor	
	• work	
	• student	
	diplomatic, consular and official	
	• military	
	• limited	
	• interim	
	• transit	
	permanent resident	
	• resident	
	Where the person is a New Zealand citizen who has an endorsement of their New Zealand citizenship in a foreign passport, this information will display in this field.	
Visa Expiry Date	This is the date until which the visa holder can stay in New Zealand.	
	Instead of an actual date, this field may populate with "See conditions". In this case, the Visa Conditions section will specify the expiry date based on their date of arrival in New Zealand, eg Visa valid for six months from date of arrival.	
Visa Start Date	This is the date from which the visa is valid. The visa holder can travel to and arrive in New Zealand from this date.	
First Entry Before	This is the date by which the visa holder must arrive in New Zealand.	
	This field will display "Not applicable" if there is no first entry before requirement or if the visa was granted in New Zealand.	
Number of Entries	This indicates whether the visa holder can enter New Zealand once (single entry), or can enter many times (multiple entries).	
	This field will display as "Not applicable" for visa waiver visitors or if the visa was granted in New Zealand with no further right of entry.	

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Field	Explaination
Expiry Date Travel	This is the last date the visa holder can travel to New Zealand. If their visa allows for single entry only, they must enter New Zealand before this date. If their visa allows for multiple entries, they are able to come and go as much as they like until this date.
Visa Conditions	See the Visa Conditions table below.
Enquiry Date	This is the date the enquiry was made.
As at	This is the date the visa data was extracted from INZ's core systems into the VisaView database.

Explanation of visa conditions

The below table includes examples of the different visa verification results you may get, including information that may be included in the 'Visa conditions' field of an enquiry result.

Visa verification result	Explanation
The details you have entered do not match a current visa issued by INZ. Please check the information provided.	You may have entered incorrect information into the enquiry screen. Try re-entering the information as per the person's passport and/or visa approval notification.
	NOTE: The Visa Verification Service only contains current visas. You will get this result if the visa you are enquiring about has expired or if it has a future start date.
The visa holder may stay in New Zealand until the visa expiry date specified. The visa holder can contact the Immigration Contact Centre for further information about their visa conditions.	This confirms the existence of a visa that matches the details you have entered, however the Visa Verification Service is unable to determine the conditions of that visa.
	The visa holder can contact the ICC to confirm the conditions of their visa.
This person's interim visa conditions are set out in their interim visa approval letter. This visa will expire on the earlier of the visa expiry date specified, or the date a decision is made on their temporary visa application that is in progress.	This confirms the existence of an interim visa that matches the details you have entered, however the Visa Verification Service is unable to retrieve the actual conditions of that visa from INZ's core systems.
	The specific conditions are detailed in the interim visa approval letter held by the visa holder.
The holder of this visa may stay in New Zealand indefinitely.	This message confirms the existence of a residence class visa.
The holder is a New Zealand citizen. The holder must apply for a new endorsement when the passport expires.	This message confirms this person is a New Zealand citizen with an endorsement of their New Zealand citizenship in their foreign passport.
The visa holder may stay in New Zealand until the expiry date specified. The visa holder can refer to their Variation of Conditions notification letter or contact the Immigration Contact Centre for information about their visa conditions.	This confirms the existence of a visa that matches the details you have entered, however the Visa Verification Service cannot determine the current visa conditions as they have been changed since the visa was issued.
	The current visa conditions are detailed in the Variation of Conditions notification letter held by the visa holder.

Appendix Two – Terms and Conditions of Use for the Visa Verification Service

When you register for VisaView you will need to accept the following Terms and Conditions.

Terms and Conditions of Use for Visa Verification Service

The purpose of the Visa Verification Service is to enable a registered user to verify the details of a New Zealand visa, as authorised by the holder of that visa.

The Visa Verification Service is owned and operated by MBIE, which manages immigration information relating to non-New Zealanders.

1. DEFINITIONS

Agreement means the legally binding agreement that comes into effect when you accept these terms and conditions and comprises of these terms and conditions as amended from time to time. You are deemed to accept these terms and conditions by clicking on the 'I agree to the terms and conditions' button [below] before completion of the Registration Process.

Contact Centre means the Immigration Contact Centre.

INZ means Immigration New Zealand – a service of MBIE.

MBIE means the New Zealand Ministry of Business, Innovation and Employment.

Permitted Purpose means to enable a registered User to verify the details of a visa, as authorised by the holder of that visa, and includes a Visa Holder verifying the details of the Visa Holder's own visa. Access to visa data is for this 'Permitted Purpose' only.

RealMe® means the all-of-government authentication and verification services offered by the New Zealand government and described in detail at the RealMe® website.

Registration means the process where a User provides personal details to MBIE to enable creation of a User Account, and the User accepting these terms and conditions.

Services means all materials, information, software, services and consequential changes included in or available through the Website.

User means a natural person who uses the Visa Verification Service.

User Account means the account that is created by MBIE, and the details of which are issued to a User, after completion of the Registration process.

Visa Holder means the person in respect of whom a visa is granted and who authorises the verification of their visa.

 $\textbf{We} \ \text{or} \ \textbf{us} \ \text{means the Ministry of Business, Innovation and Employment (MBIE)}.$

Website means the Visa Verification Service website.

You or your means a User of the Visa Verification Service.

2. YOUR RESPONSIBILITIES

Registration

You may only use the Visa Verification Service if you are a registered User.

Proper use

You may only use the Visa Verification Service for the stated Permitted Purpose outlined in the Definitions above.

You must not use the Visa Verification Service:

- for what is or could reasonably be regarded as improper, injurious, offensive or unlawful purposes;
- > in a manner that is likely to interfere with our other systems or services; or
- > in a manner likely to interfere with anyone else's use of the Visa Verification Service.

Proper access

You must not access or attempt to access the Website through automated tools (including the use of scripts, web-crawlers, robots or screen-scrapers).

Security

You must keep your RealMe® user ID, password and forgotten password phrase secure, in accordance with RealMe® terms of use. You must not disclose your password or forgotten password phrase to any third party.

If you think someone knows your RealMe® user ID, password or forgotten password phrase, you must immediately change your password, or cancel your registration or call us.

If you think someone has used your RealMe® user ID and password unlawfully, call us.

Your details and account

You must keep your registration details accurate and up to date.

If we consider your account has become inactive we may cancel it without notice. To continue using the Website you must re-register with us.

You must keep your User Account confidential, and not disclose its details to any third party. You must not share accounts.

You are fully responsible for all activities that occur under your User Account.

You must immediately notify us in writing of any unauthorised use of your User Account or any other actual, suspected or potential breach of security.

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3. OUR RESPONSIBILITIES

Before disclosing personal information to you, we must be satisfied that your request for information is carried out by, or is authorised by the Visa Holder.

The information that you must provide to make an enquiry, and information that we will disclose to you is limited to the following.

	Input information	Output information
Family name	\checkmark	\checkmark
Given name(s)		\checkmark
Passport nationality	\checkmark	\checkmark
Passport number	\checkmark	\checkmark
Date of birth	\checkmark	\checkmark
Gender	\checkmark	\checkmark
Visa type		\checkmark
Start date	\checkmark	\checkmark
First entry before		\checkmark
Number of entries		\checkmark
Expiry date travel		\checkmark
Visa expiry		\checkmark
Visa conditions		\checkmark
Date of enquiry		\checkmark
Date of validity		\checkmark

4. REGISTRATION

Before using VisaView, you must ask us to register you. Approval of your registration is at our discretion.

If we approve your registration, we will then advise you that we have created a User Account for you.

5. ONLINE SERVICES SUPPORT

Our Immigration Contact Centre supports users of the Visa Verification Service, and can help to resolve any incidents or problems with the Website.

The Contact Centre is available during normal business hours. We take all reasonable measures to ensure that the information provided by the Contact Centre is accurate, but we assume no legal liability or responsibility for the services or information provided by the Contact Centre.

We may discontinue the Contact Centre support service at any time without notice to you.

6. REALME®

Each User must:

- a. hold a valid RealMe® logon
- b. enter his or her name into the identity services online registration page.

No one else may use a User's logon.

Go to the **RealMe®** website for further information.

We will rely on the authenticity of your RealMe® logon and RealMe® ID, and act on any instructions given by you without further enquiry.

7. DATA PRIVACY

Our obligations

Unless required otherwise by law, we will treat all User details provided in obtaining Services from this Website in confidence. We will only use such details as is necessary for providing the Visa Verification Service, complying with New Zealand law and for monitoring use of the Website for reasonable purposes relevant to this Service, including anonymous statistical analysis or Service improvement.

We will collect, use, disclose, retain and destroy information in accordance with the Privacy Act 1993.

Your obligations

You are liable and responsible for all use made of your User logon and must take all necessary steps to maintain the security of this logon.

You must notify us of any actual or suspected misuse of the personal data you have obtained when using this Service.

If we disclose personal information to you as authorised by the Visa Holder, you must comply in all respects with your obligations under the Privacy Act 1993 and any other applicable legislation in relation to that information. In particular, you must:

- > only use the information for the Permitted Purpose;
- > only retain the information as long as required for the Permitted Purpose;
- > not share the information unless authorised by the Visa Holder or permitted by law;
- destroy any electronic or hardcopy versions of the information securely when no longer required;
 and
- > if downloading visa records to store, disclose or share, do so in a secure manner.

Complaints and queries

If you have any complaints or queries about privacy in relation to the Visa Verification Service, please email us.

8. INDEMNITY

You agree to indemnify us against all claims, losses, damages and expenses we incur or suffer which arise out of any breach by you of these terms and conditions.

9. SECURITY AND DAMAGE

You are responsible for any damage you cause to the Website or to any of our electronic facilities, services or data.

We provide security to protect the Website. You are responsible for ensuring that your own computer is secure, including taking all reasonable steps to:

prevent someone misusing or getting unauthorised access to your computer system or to the
 Visa Verification Service, and

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 ensure your computer system and data are free of computer viruses and all other forms of corruption.

If your use of the Website results in you accessing data or records about an individual that you were not seeking information about, you agree to immediately destroy any electronic, or hard copies of such information that were made and, as soon as practical, notify us that such information had been accessed in error.

While we aim to provide a secure web-based environment, you acknowledge that you are aware of and accept that there are inherent risks associated with the transmission of information via the Internet.

We may prevent you from using the Website at any time if we consider it necessary to maintain the security of the Website or any information accessed using it, or if you breach this Agreement.

10. SITE VISIT DATA

We will log your visits to the Website. The information logged may include, without limitation:

- a. your User Account details
- b. enquiry details
- c. your IP or server's address
- d. the date and time of your visit to the site
- e. the pages accessed
- f. your operating system (for example, Windows 7, Windows Vista, Mac etc.)
- g. your web browser version and type (for example, Internet Explorer 8 (IE8), IE7, Firefox 3, Safari 5 etc.)
- h. the time taken to transmit information to you
- i. the previous Internet address from which you came directly to the Website.

This logged information is recorded for statistical purposes. It is used to monitor the use of the Website, discover what information is most and least used, and to make it more useful.

Your logged information may also be used:

- > to investigate apparent improper use of the Website; and/or
- where a law enforcement agency exercises a warrant to inspect the Internet service provider's logs; and/or
- > otherwise in accordance with the Privacy Act 1993.

We use session cookies to help manage your Website session. You will need to have cookies enabled on your Internet browser to make any request for information online. The cookies are 'non-persistent' and will be destroyed when you log out of the Website, or when you close your Internet browser. Cookies are valid for one session only, and will never be saved or written to your hard drive.

The Website uses standard Hypertext Markup Language (HTML). No Dynamic HTML (DHTML) or client-side components (such as ActiveX or Java Applets) are used.

All reasonable precautions have been exercised in establishing the Website to prevent unauthorised use or tampering with customer information. Secure Sockets Layer (SSL) encryption technology provides a secure industry standard to protect your personal information while online. This means that all information transferred between your internet browser and the Website is strongly encrypted and is secured. Our internet site is built to work with Microsoft Internet Explorer versions 7 and 8, Mozilla Firefox 3 and Safari 5. If you experience any difficulties in viewing, or interacting within the Website, please check the version of your browser, and upgrade if necessary. If you are using a recent version, and continue experiencing problems, please email us.

We may operate the Visa Verification Service with outsourced technical assistance. In accordance with the Privacy Act 1993, only approved parties outside of MBIE will have access to system components for the purpose of technical administration, maintenance and support.

11. ACCESS FROM OUTSIDE NEW ZEALAND

MBIE makes no representation that the Website or Visa Verification Service complies with laws (including intellectual property laws) of any country other than New Zealand. If you access this Website from outside New Zealand, you do so at your own risk and are liable for ensuring compliance with all relevant laws in the place where you are located.

12. MBIE'S RIGHTS

MBIE reserves the right to:

- > modify, suspend or withdraw all or any part of this Website without notice
- change any of these terms and conditions without notice (any continued use by you of the Website following any changes shall be deemed to be acceptance of the changes)
- > refuse a service at any time and for any reason.

In any of the above circumstances, MBIE will not be liable to you or to any third party for any loss or damage whatsoever.

13. MBIE'S LIABILITY

MBIE will not be liable in contract, tort (including negligence), or otherwise, for any economic losses, loss of goodwill or reputation, or other direct or indirect loss or damage incurred by you or any third party arising out of or in connection with this Agreement and the use of this Website.

MBIE shall not be liable for any delay or failure to comply with its obligations under this Agreement if the delay or failure arises from any cause which is beyond its reasonable control.

14. GOVERNING LAW

The operation of this Agreement will be interpreted in accordance with, and governed by, the law of New Zealand, and is under the exclusive jurisdiction of the New Zealand Courts.

MBIE reserves the right to take legal action against you in respect of your Users and Administrators who commit or attempt to commit fraud using the information available on or through this Website, or in any other way attempting to use the information in a manner which contravenes any enactment, law, or these terms and conditions.

15. COMPLAINTS AND DISPUTES

Should you have a complaint about the Website, please email us, or telephone or write to us (see Contact Information below).

16. NOTICES

Any notice, demand, consent or other communication given or made under this Agreement must:

- if issued by MBIE, be given to your registered primary Administrator, whose details are provided during the Registration Process; and
- > if issued by you, be given to the MBIE contact person listed on the Website at the time that the notice is issued.

Such notice must be in writing.

17. DISCLAIMERS

This disclaimer applies in addition to the standard Ministry of Business, Innovation and Employment (MBIE) disclaimer on the MBIE website.

The information provided on or accessed through this Website is for general guidance only. It should not be used as a substitute for legal, business, accounting, tax or other professional advice.

MBIE:

makes no warranty, express or implied, nor assumes any legal liability or responsibility for the accuracy, correctness, completeness or use of any information that is available on or through this Website, nor represents that its use would not infringe privately owned rights

- does not assume any legal liability or responsibility for any damage or loss that may directly or indirectly result from any information contained on or accessed through this Website or any actions taken as a result of the content of this Website
- > may change, delete, add to, or otherwise amend information contained on this Website without notice
- > is not responsible for verifying the information you provide to MBIE through this Website
- is not responsible for the content of other websites linked to or referenced from this Website. We do not endorse the information, content, presentation or accuracy of such other websites, and do not make any warranty, express or implied, regarding them
- > does not endorse any website, organisation or person who creates off-site links to this Website.

MBIE makes no warranty, express or implied, nor assumes any legal liability or responsibility:

- > that the Website or the server are free of computer viruses or any other harmful components, defects or errors
- > that any defects in the Website will be corrected
- that your access to the Website will be reliable, uninterrupted or error-free (including access to any linked websites)
- for any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, computer viruses or communication line failures, or
- > for any theft, destruction, damage or unauthorised access to your computer system or network.

Reference to any specific commercial product, process or service by trade name, trademark, manufacturer or otherwise does not constitute an endorsement, recommendation or favouring by MBIE.

Nothing contained on this Website is, nor should be relied on as, a promise or representation about past or future events.

Users of this Website assume all risks associated with any transfer of data or information to MBIE, and with any other use of this site.

While all reasonable efforts have been taken to ensure the security of the information while in transit to us, we do not guarantee this, and we are not liable for any damage arising from interception, loss, theft, other action or difficulty.

All data or information transmitted to us through your use of the Website becomes the property of MBIE and may be relied upon by us in our dealings with you.

MBIE will not be responsible in any manner for direct, indirect, special or consequential loss caused in any way as a result of the use of online services, or this Website.

Each page on this Website must be read in conjunction with these disclaimers and any other disclaimer that forms part of this Website.

18. COPYRIGHT

18.1 Crown copyright

Unless otherwise indicated, Crown copyright exists in the material available on this Website. You can reproduce this Crown copyright material free of charge without further permission, as long as you:

- > reproduce the material accurately
- > do not use the material in a derogatory manner or a misleading context, and
- > acknowledge the source and copyright status of the material.

There is no copyright in any legislation on this Website.

18.2 Copyright of third parties

This Website provides links to other websites, which may contain information that is the copyright of third parties and subject to restrictions on use or reproduction.

You must get permission from the applicable copyright owner to use:

- > copyrighted materials from other websites, or
- > material on this Website that is protected by the copyright of a third party.

MBIE cannot give you this permission.

19. CONTACT INFORMATION

Any further information regarding these terms and conditions can be obtained by contacting the MBIE Customer Service Centre as follows:

Telephone: **09 9691458** from within the Auckland toll free calling area, **04 910 9916** from Wellington or **0508 967 569** from the rest of NZ.

