

Application to register for Online Services



Applicant wishing to register for Online Services

Please select which option you wish to register for: (Tick one)

- I want to register for Online Services → Complete Section **A** and Section **D**
- I want to authorise someone else to use Online Services on my behalf → Complete All Sections
- I want to register for Online Services, as well as authorising someone else to use Online Services on my behalf → Complete All Sections

Section **A**

Client number

Full legal name

E-mail address

This is the email address that all your notifications will be sent to, e.g. ACE Transfer notification. If you do not wish to receive your notifications by email, please contact FishServe after receiving your registration email.

Section **B**

I authorise the following person to perform online tasks on my behalf

1. Client number of authorised person

2. Full legal name of authorised person

First or given names

Surname or family name

3. E-mail address

4. Aspect(s) of your fishing activity that this person will be authorised to perform online tasks for:

5. Authority to start on:

To:

 Until further notice

Authority to cease on:

The person named in this section will be authorised to perform all online services for the 'aspects' of your fishing activity that you specify. You can only authorise an individual client to use Online Services on your behalf. For security reasons, you cannot authorise a company or a partnership.

If you have an individual client number, you do not need to complete questions 6-9. If you do not have an individual client number, please provide proof of identity, e.g. drivers licence, passport, or birth certificate.

This is the email address that all your notifications will be sent to, e.g. ACE Transfer notification. If you do not wish to receive your notifications by email, please contact FishServe after receiving your registration email.

Please specify the aspect(s) of your organisation's fishing activity for which this person will be authorised to use online services on your behalf.

- All
- ACE
- Clients
- Permits
- Quota
- Vessels
- Returns Management

This date will be the date this form is received by FishServe, unless otherwise specified.

FishServe Use Only

Initials _____

Data Entry completed ____ / ____ / ____

OFFICE USE ONLY

DATE RECEIVED

6. Date of Birth

____ / ____ / ____

7. Telephone Number

Fax Number

Business Street Address

Please specify your Business Street Address in full.

8. Business street address (number, street, suburb, city, country)

→ _____

Business Postal Address

Complete this only if your Business Postal Address is different to your Business Street Address.

9. Business postal address

→ _____

Authorised Person Declaration

This is the person who is being authorised to use Online Services on behalf of another client.

If there are more signatories than space provided make further declarations on a copy of this page.

Section C

I declare that:

- The information stated on this application is true and correct.
- I am authorised to provide this information and make this declaration.
- I am aware it is an offence to provide false or misleading information or omit any material information.
- I understand I am required to notify FishServe if there are any changes in the particulars stated in this application form.
- I have read and understood the Collection of Personal Information details supplied with this form.
- I have read and accept the Terms and Conditions of this application.

Full Legal Name (Please PRINT)	Signature	Date
		/ /
		/ /
		/ /
		/ /

Client Declaration

This is the person who is detailed in section A.

If there are more signatories than space provided make further declarations on a copy of this page.

Section D

I declare that:

- The information I have given on this application is true and correct.
- I am authorised to provide this information and make this declaration.
- I am aware it is an offence to provide false or misleading information or omit any material information.
- I understand I am required to notify FishServe if there are any changes in the particulars I have provided in this application form.
- I have read and understood the Collection of Personal Information details supplied with this form.
- I have read and accept the Terms and Conditions of this application.

Full Legal Name (Please PRINT)	Signature	Date
		/ /
		/ /
		/ /
		/ /

Terms and Conditions

for use of Commercial Fisheries Services Ltd website for the purpose of using the Commercial Fisheries Services Ltd Online Services.

The terms and conditions on this form for use of CFS' online services are also available for viewing on the FishServe website: www.fishserve.co.nz

1. Before registering or authorising any person to use Commercial Fisheries Services Ltd's (CFS) online services via the CFS website, you must read and sign the following, and return this form to CFS. For the purposes of this agreement, "Online Services" means any service available through or facilitated by the CFS website and includes but is not limited to, the ability to update view and retrieve information, file returns and licensed fish receiver returns and register transfers of annual catch entitlements. The authorisation does not constitute a signing authority for the purpose of filing paper documents on your behalf. If you want the person you have authorised to conduct electronic transactions also to be authorised to conduct other business with CFS (such as the registration of quota transfers) you will need to complete the form "Details of Signing Authorities".

2. The law that applies to all your dealings with CFS via this website is New Zealand law.

3. When you or your authorised person are transmitting personal information over the Internet, you should remember that the Internet is not a secure environment. CFS is not responsible for any changes made to information transmitted using its online services after being sent by the client. CFS is not responsible for any interception or corruption of information in transmission from you to the CFS website.

4. The copyright in the website is owned by CFS. You or your authorised person may electronically reproduce and store the site's contents solely for the purposes of viewing the site, or saving its content. However, if you or your authorised person want to display or distribute the content or any of the pages of the site in public or in such a way that they will be accessible to the public (including reproduction in any form on the Internet), you must first obtain CFS's permission. Any links either to the CFS website or from the CFS website to other sites must be first authorised by CFS.

5. Access to the CFS online services is restricted to authorised users only. Unauthorised users may be subject to criminal or civil prosecution under the laws of New Zealand or under the laws of the country from which unauthorised access took place.

6. CFS will provide you or your authorised person with a unique Customer ID and password to enable you or your authorised person to use CFS online services. Once you have received that password you should change the password. The password you choose should include a combination of letters and numbers. It may also include punctuation characters and spaces. This will be your own confidential password to access the system. The password should not be written down, or kept on any computer file without adequate security protection to prevent unauthorised use. You must ensure that the password is not revealed to unauthorised persons.

7. The password must not relate to any known personal information about you or your authorised person e.g. birthday, address, PO Box or telephone number, or include obvious or sequential numbers such as 12345.

8. CFS recommends that for your own protection and security you ensure the password is changed from time to time.

9. The use of your unique Customer ID and password either by you or by your authorised person is your authority to CFS to action online transactions in accordance with your instructions.

10. CFS is not responsible for the security of your Customer ID and password and is not liable to you in any way whatsoever for any use of online services by you or any person using, or purporting to use, online services on your behalf, whether authorised in fact or not, and whether such use is misuse or not, unless the Fisheries Act 1996 expressly provides that such liability shall exist despite the exclusions of such liability.

11. Anyone using a valid Customer ID and password combination will be permitted to perform online transactions in your name, whether they are authorised by you to do so or not. CFS will have no obligation, or take any further steps, to verify any instruction received from you or appearing to be sent by you.

12. If you believe for any reason that your password could be known by someone else not authorised by you, or if you discover any unauthorised use of your

Customer ID and/or password has taken place, you must change your password immediately (time being of the essence) notify CFS. If you wish to withdraw the authorisation from the authorised person specified on this form, please notify CFS immediately.

13. You agree to indemnify CFS against any cost (including any legal or court cost), or any debt, damages or any other liability whatsoever imposed by a court and any sum paid, or agreed to be paid, by way of settlement of any difference, dispute or litigation, including any arbitration, incurred by CFS, or its parent company, New Zealand Seafood Industry Council Ltd, by reason, or as a consequence, of any unauthorised use or of any misuse of online services, unless the Fisheries Act 1996 expressly provides that such indemnity is illegal or otherwise void.

14. Except as expressly provided by the Fisheries Act 1996, CFS will not be responsible for any direct or indirect loss or damage resulting from your use or inability to access the CFS website at any time, or any failure or delay in providing service via the Internet, whether caused by CFS or not.

15. Except as expressly provided by the Fisheries Act 1996, CFS will not be responsible for costs, losses or any other liabilities resulting from faults in, or a malfunction of, any software data or equipment (including telecommunications equipment) which supports or is used in conjunction with the service, regardless of whether that equipment is the property of CFS or is used by CFS to provide online services.

16. Except as expressly provided by the Fisheries Act 1996, CFS will not be responsible for any costs, direct or indirect losses or damage or other liabilities due to CFS's decision to withdraw online services whether for a period of time or permanently, including the closure of a register for online access or for online applications for registration.

17. CFS will not be responsible for your inability to meet reporting obligations under the Fisheries Act 1996 and its regulations due to:

(a) any inability to use or access the CFS website at any time, or any failure or delay in providing service via the internet, whether caused by CFS or not.
(b) faults in, or a malfunction of, any equipment (including telecommunications equipment) which supports the Internet service, regardless of whether that equipment is the property of CFS or is used by CFS to provide online services.

18. CFS will register all applications for registration in accordance with the rules of priority set out in the Fisheries Act 1996 and regulations.

19. You and your authorised person are responsible for having or obtaining a computer with Internet access. Any charges relating to that computer or Internet Service provider are also your responsibility.

20. Upon reasonable notice we may suspend or withdraw your access to online services. We can also suspend or cancel your access to online services without prior notice for, but not limited to:

- death
- any breach of these terms and conditions
- any other reasonable grounds.

21. You should also initiate appropriate internal controls to minimise the risks of fraud.

22. You or your authorised person must supply CFS with a valid e-mail address in order to utilise CFS online services. It is your responsibility to inform CFS of any changes to an e-mail supplied to CFS for online services. CFS is not responsible for any loss or damage arising from notifications being sent to an e-mail address noted in CFS' records as being valid, and which is no longer current or correct.

23. FishServe may vary these terms and conditions at any time by giving you two weeks notice of the change by email.

Collection of Personal Information

In regard to any information being collected on this form that is personal information, notification is hereby provided, in accordance with Principle 3 of the Privacy Act 1993 of the following matters:

This information is being collected for the purposes of administering electronic transmission as provided for in the Fisheries Act 1996.

The agency that will collect and hold the information is FishServe (Commercial Fisheries Services Ltd) (P.O. Box 297, Wellington).

It is an offence under the Fisheries Act 1996 to knowingly make a false or misleading statement or entry of information. Penalties are set out in the Fisheries Act 1996.

You are reminded that under Principles 6 and 7 of the Privacy Act 1993, you have the right of access to, and correction of, any personal information which has been provided.