

Each person applying to become an approved administrator for the Transport Organisation Register Online (TORO) must complete this form (copy it as many times as you need or print more from www.nzta.govt.nz/form-toro-administrator).

Applicant's details

You must fill in all fields in this section marked with an asterisk (*).

I, *(applicant's name)

request to become an approved administrator for the TORO account for

*(company name).

Applicant's position*

Applicant's work email address*

Applicant's work phone number*

Applicant's agreements

Tick the boxes to show your agreement.

I acknowledge and agree that:

- I'm employed/engaged by the company/organisation above
- I've read and understood the TORO terms and conditions
- when I use TORO, I'll receive or have access to personal information
- I will:
- meet the requirements of clause 3 of the TORO terms and conditions when I use the personal information from TORO, and
 - keep the personal information confidential at all times, and
 - meet all other applicable requirements of the TORO terms and conditions
- I will not:
- share the username and password with anybody who isn't an approved administrator, or
 - access TORO when my employment ends or I'm no longer engaged by the company/organisation above.

Applicant's signature

Signature

Date

1. General

- These terms and conditions form the agreement between you (the TORO user) and Waka Kotahi NZ Transport Agency (the provider of these services).
- This agreement is governed by New Zealand law.
- By signing this agreement, you acknowledge and agree to these terms and conditions.
- In this agreement we use these common terms:

Common terms	Meaning
We, us, our, Waka Kotahi	means Waka Kotahi NZ Transport Agency.
You, your	means you, the TORO user.
TORO	means the Transport Organisation Register Online.
TORO user	means the approved transport service licence holder employing or engaging the driver licence holder.
TSL	means transport service licence.
Driver licence holder	means the person employed or engaged by you who drives a vehicle as part of that employment or engagement.
Approved administrator	means a person employed or engaged by you who has authorisation to use TORO.

- This agreement starts on the date you sign it, and ends as described in clause 5.

2. Amendments and notices

- We may amend (change or update) this agreement in whole or in part from time to time.
- We'll let you know about any updates by email, with at least 30 days' notice.
- If you continue to use TORO after the 30 days' notice, you have agreed to the updates.
- We'll send you any relevant notices by email (eg change of driver licence status) to the email address you provide in your *Application to use the Transport Organisation Register Online (TORO)*.
- It's your responsibility to let us know if your email address changes, so we can send updates to the right place. If your email address changes, let us know at toro@nzta.govt.nz

3. Terms of use

Using TORO

- If we approve your application, we'll give you access to TORO.
- We can refuse your application if:
 - it's incomplete in any way
 - you give us false or misleading information
 - you've previously misused TORO.
- You may only use TORO to:
 - create and update a register (operator list) of driver licence holders currently employed or engaged by you
 - check that only appropriately-licensed drivers are driving your vehicles.

We call these actions the **permitted uses**.

Approved administrators

- You agree that only approved administrators within your organisation will access TORO.
- You may only nominate appropriate and trusted people to be your approved administrators.
- You must limit the number of approved administrators to only those who need to use TORO to perform the permitted uses above on your behalf.
- Your approved administrators must only access TORO to perform the permitted uses or to follow the law. Approved administrators must not use TORO for an unlawful reason.

- Approved administrators must only access and use a driver licence holder's information in TORO, and receive status notifications if:
 - that driver licence holder is still employed or engaged by you, and
 - they've given their consent for you to access their information, and
 - their consent is still valid.
- To become an approved administrator, the person applying must complete a separate application form on page 11 of *Applying to use TORO* (the application pack). You can find extra application forms online at www.nzta.govt.nz/form-toro-administrator
- An approved administrator must agree to these terms and conditions before they access and use TORO.
- You must email us at toro@nzta.govt.nz as soon as an approved administrator no longer needs to have, or should no longer have, access to TORO. This includes when they leave your organisation.
- When an approved administrator no longer needs access to TORO, you must change your TORO password to stop that person from continuing to access and use it.

Driver licence status notifications from Waka Kotahi

- We'll let you know as soon as possible when any of your driver licence holders:
 - have a driver licence status that changes (eg current, expired, suspended, disqualified or revoked)
 - have a passenger (P), vehicle recovery (V), driving instructor (I) or testing officer (O) endorsement due to expire
 - have new conditions added to their driver licence, or existing conditions that change
 - have a warning letter issued because they have 50 or more active demerit points
 - are wanted for a demerit point suspension because they have 100 or more active demerit points.
- We'll let you know by sending an email to the email address you provide in your *Application to use the Transport Organisation Register Online (TORO)*.
- You must delete all email notifications you receive from us about the status of a driver licence holder's driver licence when you no longer need them.

Consent

- You agree that, before you and your approved administrators access and use a driver licence holder's details in TORO, and receive status notifications about their driver licence, you **will** have that driver licence holder's signed consent. You must get that consent by using the consent form on page 13 of *Applying to use TORO* (the application pack).
- You may use a different way of recording the driver licence holder's consent if you ask Waka Kotahi first and we agree in writing to the way you wish to get consent. If we need you to change the way you record consent we'll give you 30 days' notice in writing.
- You **must** keep the original signed consent form, or other approved record of consent, and provide it to us if we request it. We may request it if we audit your organisation to make sure you're meeting the terms of this agreement.
- You **must** provide a copy of the signed consent form, or other approved record of consent, to the driver licence holder if they request it.
- You **must** keep all driver licence holders' signed consent forms, or other approved records of consent, on file for six months after a driver licence holder's employment or engagement with you ends. This helps you meet auditing requirements.
- The driver licence holder's consent will last until the earliest of the following events:
 - they end their consent
 - the period of time they provided in their consent form (or other record of consent) ends
 - their employment or engagement with you ends
 - you no longer hold a valid TSL.
- You must email us at toro@nzta.govt.nz as soon as possible if your TSL is revoked, suspended or surrendered.

The driver licence holder's privacy

- You and your approved administrators must only access and use the driver licence holder's information for a reason described in this agreement or to follow the law.
- You must meet the requirements in the Privacy Act 2020 and other relevant laws when you collect, store, disclose and use personal information. In particular, you must follow the information privacy principles set out in section 22 of the Privacy Act 2020. For more information on your privacy requirements, please see www.privacy.org.nz
- You must remove a driver licence holder's details from your TORO operator list and stop enquiring about them in TORO immediately after:
 - they end their consent
 - the period of time they provided in their consent form (or other record of consent) ends

- their employment or engagement with you ends
- you no longer hold a valid TSL.
- If you employ or engage a driver licence holder seasonally, at the end of each seasonal work period you must:
 - remove that driver licence holder's details from your TORO operator list, and
 - stop enquiring about that driver licence holder in TORO.
- If you don't remove a driver licence holder's information and stop enquiring about their driver licence when required, you've breached this agreement and the Privacy Act 2020. This could affect whether we consider you to be fit and proper to hold a TSL.
- We may access the information in TORO from time to time, to:
 - check that you're meeting these terms and conditions
 - check that you're meeting the requirements of the law
 - do regulatory and enforcement checks (eg to check which driver licences are associated with you).

Accuracy and security of information

- You're responsible for making sure all information in your operator list is accurate and complete, and for making sure you keep that information up to date, when using TORO.
- When you add a driver licence holder to your TORO operator list, you must provide their:
 - driver licence number
 - full name.
- When you enquire on a driver licence holder, you'll need to provide either their:
 - driver licence number, version number and last name, or
 - full name and date of birth.
- We recommend you sight each driver licence holder's photo driver licence card. Check the photo and all details (including the full name and date of birth) on the driver licence card. Compare those details to the details given by the driver licence holder with their consent form.
- You must take all reasonable security measures, including your own computer anti-virus and password protection measures, to stop any unauthorised use of, and access to, TORO and your TORO operator list.
- If you don't keep your access to TORO secure, you may be liable for any related loss we suffer as a result. We may also suspend or end your access to TORO.
- You must let us know immediately if you become aware of any unauthorised use of, and access to, the TORO services or your TORO operator list. You must email us at toro@nzta.govt.nz to let us know, and you must change your password.

4. Warnings and disclaimer

General warnings

- We can immediately end TORO services for anyone who fails to meet the terms of this agreement, or abuses the service in any way.
- We may audit you or your organisation to check if you're meeting the terms of this agreement. This audit may include asking driver licence holders associated with you about how you use TORO.
- There may be interruptions to the TORO service from time to time (eg interruptions from an internet service provider or information technology (IT) provider). These interruptions are beyond our control, and are part of having a service provided online. We'll aim to schedule any required maintenance outside of business hours, Monday to Friday.
- We aim to provide a secure and reliable TORO service. We don't guarantee that TORO will be uninterrupted, secure, or free of malware.
- If we become aware of any unauthorised use of, or access to, TORO or your TORO operator list, we may suspend your TORO access while we assess what has happened.
- If IT systems change significantly and stop the TORO service from working, we'll aim to provide a replacement TORO service online within two months.
- You must tell us as soon as possible if any of your information changes, including your name, address, email address and other contact details. Email us at toro@nzta.govt.nz

Liability

- Information within TORO comes from third parties. We don't accept any responsibility or liability for the accuracy or content of the information in TORO.

- We won't, under any circumstance (including negligence), be liable for any loss, injury or damage caused directly or indirectly by:
 - us supplying TORO to you
 - the way you use TORO
 - the way you fail to use TORO.
- If you don't meet the terms of this agreement, you'll be liable for any loss we suffer that's caused by your breach of this agreement.

5. Access, assignment and termination

- You may not assign (give) your rights or responsibilities under this agreement to any other person.
- We may assign our rights and responsibilities under this agreement to another party, but will give you at least 30 days' notice in writing.
- Either party may end this agreement by giving at least 30 days' notice in writing by email to:
 - toro@nzta.govt.nz (if you're ending the agreement), or
 - your email address (if we're ending the agreement).
- The parties may agree to end this agreement.
- We may end this agreement immediately by emailing you, if:
 - you breach this agreement
 - your TSL is revoked, suspended or surrendered
 - you misuse the TORO service.
- Ending this agreement won't release either party from liability for previous breaches.
- Ending this agreement won't release you from keeping consent forms or other approved records of consent on file for six months after a driver licence holder's employment or engagement with you ends.
- We may consider any breach of this agreement while we're assessing if you're fit and proper to hold a TSL.
- When this agreement has ended, you'll no longer have access to TORO.

6. Your privacy

- Waka Kotahi will collect the personal information (as defined in the Privacy Act 2020) you provide in your TORO application forms to:
 - run and maintain the TORO service
 - contact you about your use or your organisation's use of TORO
 - check that you're meeting the TORO terms and conditions
 - do regulatory and enforcement checks (eg to check which driver licences are associated with you)
 - meet our legal requirements.
- We won't disclose your personal information to third parties except as required or allowed by you or the law.
- We'll use reasonable safeguards to protect your personal information from unauthorised access, modification or disclosure, and from misuse, interference or loss. Unless we need to keep your information to follow the law, we'll only hold your personal information for as long as we reasonably need it, based on the reasons we collected it.
- The Privacy Act 2020 allows you to:
 - ask what personal information we hold about you
 - get a copy of that information
 - request corrections to that information.

If you'd like to do any of these things, please contact us at privacy@nzta.govt.nz
- If you have any concerns about how we're using your personal information, contact the Privacy Commissioner at www.privacy.org.nz/your-rights/making-a-complaint
- New Zealand law applies to this privacy policy and the courts of New Zealand have non-exclusive jurisdiction. That means you could file any disputes in an overseas court, if appropriate.