

Application to become an approved administrator for Driver Check

Each person applying to become an approved administrator for Driver Check must complete this form (copy it as many times as you need or print more from www.nzta.govt.nz/form-DC-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 Driver Check 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 Driver Check terms and conditions

when I use Driver Check, I'll receive or have access to personal information

I will:

- use the personal information from Driver Check in accordance with clause 3 of the Driver Check terms and conditions, and
- keep the personal information confidential at all times, and
- meet all other applicable requirements of the Driver check terms and conditions

I will not:

- share the username and password with anybody who isn't an approved administrator, or
- access Driver Check 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 the user (you) and the provider of these services (Waka Kotahi NZ Transport Agency).
- 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 user.
User	means the approved company engaging the licence holder, the approved employer of the licence holder or another approved entity that has the relationship with the licence holder.
Approved administrator	means the person employed or engaged by the user who has authorisation to use Driver Check.
Licence holder	means the person you're collecting driver licence information about.

- This agreement starts on the date you sign it, and ends when we remove your access to Driver Check under 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 amendments by email, with at least 30 days' notice.
- We'll also send you any relevant notices by email (eg change of licence status).
- We'll use the email address you provide in this Driver Check application.
- It's your responsibility to let us know if your email address changes (so we can send updates to the right place).

3. Terms of use

Approved administrators

- You agree that only approved administrators within your organisation will access Driver Check.
- Your approved administrators must only access Driver Check for the purposes associated with this this agreement or in accordance with the law. Approved administrators must not use Driver Check for an unlawful reason.
- Approved administrators must only access and use a licence holder's information if that licence holder has given consent.
- To become an approved administrator, the person applying must complete a separate application form on page 10 of *Applying to use Driver Check* (this application pack). You can find extra application forms online at www.nzta.govt.nz/form-DC-administrator.
- An approved administrator must agree to these terms and conditions before they access information on Driver Check.
- You must tell us as soon as an approved administrator no longer needs to have, or should no longer have, access to Driver Check.

Notifications from Waka Kotahi

- We'll let you know as soon as possible when any of your linked licence holders:
 - have a licence or endorsement that expires
 - have a licence that is revoked or suspended
 - are disqualified from driving
 - have any other change to their licence status.
- We'll let you know by sending you an email or creating an online notification for you on the Driver Check website.

Consent and privacy

- You agree that, before you access a licence holder's licence status, you **will** have that licence holder's signed consent. You must get that consent by using the consent form on page 15 of this application pack.

Consent and privacy (continued)

- You may use a different way of recording the licence holder's consent if you ask Waka Kotahi first and we agree in writing to the way you wish to get their consent. If we need you to change the way you record consent we'll give you 30 days' notice.
- 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 perform an audit on 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 licence holder if they request it.
- The licence holder's consent will last until the date on the consent form or as soon as your relationship ends (whichever is sooner).
- You must only access and use the licence holder's information for a reason described in this agreement or in accordance with the law.
- You must meet the requirements in the Privacy Act 2020 and other relevant laws when you collect, 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 obligations, please see www.privacy.org.nz.

Accuracy and security of information

- You're responsible for the accuracy and completeness of all information submitted by you, and for making sure that information is kept up-to-date, when using Driver Check.
- You must provide, for each licence holder inquiry you make, either:
 - the licence holder's licence number, version number and last name (family name), or
 - the licence holder's full name and date of birth.
- You must not perform searches or receive status notifications on anyone after the date they've consented to, or after their employment ends with you (whichever occurs first).
- You're responsible for keeping your linked licence holders (operator list) up-to-date by removing people who are no longer employed by your organisation.
- You must remove a person from your Driver Check account if:
 - they're no longer employed by your organisation
 - they withdraw their consent
 - the consent has ended.
- If you can't find the information you're looking for when you search in Driver Check, you can ask Waka Kotahi to do a manual search for you. You'll need to provide the licence holder's:
 - full name
 - date of birth
 - licence number
 - licence version (if known)
 - signed consent.
- You agree that we'll charge a manual search fee to your account. Please note we can't do manual searches on a cancelled driver licence version number.
- You must take all reasonable security measures, including your own computer anti-virus measures, to stop any unauthorised use of, and access to, Driver Check services. If you don't keep your access to Driver Check secure, you may be liable for any related loss we suffer as a result of a security breach. We reserve the right to determine what amounts to a security breach.
- We recommend you sight each licence holder's photo driver licence card. Check the photo and all details (including the full name and date of birth) on the licence card. Compare those details to the details given by the licence holder with their consent form.

4. Warnings and disclaimer

General warnings

- We can immediately withdraw Driver Check services from 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 licence holders associated with you about how you use Driver Check.

General warnings (continued)

- We can refuse your access to Driver Check, and refuse your application if it's in any way incomplete (including not completing the direct debit form).
- You must tell us immediately if your nominated bank account is closed or can't be debited (charged) by us. If we can't charge you, we may suspend your Driver Check access.
- We may reactivate your Driver Check access if you provide a bank account which can be charged by us. Reactivating your access may depend on a satisfactory credit check.
- There may be interruptions to the Driver Check 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 aim to provide a secure and reliable Driver Check service online. If IT systems change significantly and make the Driver Check service no longer functional, we'll aim to provide a replacement Driver Check service online within two months.
- You must tell us immediately if any of your information changes, including your name, address, email address and other contact details.

Liability

- Information within Driver Check is gathered through or from parties other than Waka Kotahi. We don't accept any responsibility or liability for the accuracy or content of the information on Driver Check.
- We won't, under any circumstance, compensate you for any loss, injury or damage caused directly or indirectly by:
 - us supplying Driver Check to you
 - the way you operate Driver Check
 - the way you fail to operate Driver Check.
- 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

- We may extend our rights and responsibilities under this contract to another party, but will give you no less than 30 days' notice in writing.
- Either party may end this agreement by giving no less than 30 days' notice, or agreement by both parties, in writing by email to:
 - driver.check@nzta.govt.nz (if you're ending the agreement), or
 - your email address (if we're ending the agreement).
- We may end this agreement by notice to your email address immediately if you breach this agreement.
- We may determine what amounts to:
 - a breach of this agreement
 - failure to meet the terms of this agreement
 - an abuse of the service.
- Ending this agreement won't release either party from liability for previous breaches or money owing for the period up to the end of this agreement.

6. Charges and fees

- We'll provide a tax invoice/direct debit notification, detailing the charges due and the date the amount will be direct debited from your account.
- You'll pay these charges:

Charge description	Amount
Annual fee	\$1.55 per licence holder, per year (charged at the start of the calendar year)
Inquiry (internet)	\$1.55 per inquiry
Add a licence holder	\$1.55 per licence holder
Manual search	\$11.10 per search
Remove a licence holder	\$1.55 per licence holder
Automatic notification	Free

- You must pay all charges under this agreement by direct debit.
- If you repeat any individual licence inquiry (whether by accident or on purpose), you'll pay for each inquiry.
- If either party ends the agreement at any time, you'll pay any and all outstanding charges.
- We may review these charges at any time. We'll give you 30 days' notice in writing by email of any changes to the fees and charges.
- You're responsible for all internet access charges from your internet service provider.