



**Permit Holder Declaration**

I declare that:

- I have read and accepted the Terms and Conditions supplied with this form.
- 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 the applicant is required to notify FishServe if there are any changes in the particulars I have provided in this application form.
- I approve each Authorised User to act on behalf of this permit holder in accordance with the Fisheries Act 1996, Fisheries (Reporting) Regulations 2001, and the Terms and Conditions supplied with this form.
- I understand that approving an Authorised User does not in any way alter the permit holder’s legal obligations contained in the Fisheries Act 1996, Fisheries (Reporting) Regulations 2001, or any High Seas Fishing Permit issued under S113 of the Fisheries Act.

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

Full Name of Signatory	Position	Signature	Date
			/ /
			/ /
			/ /
			/ /

**Checklist**

Tick if you have

- Included Authorised User Pages →  Please state how many
- Initialed every page
- Included proof of ID for each authorised user  
-Driver’s Licence, Passport or Birth Certificate

**Notes**

You need to complete the Authorised User Section if you want to be able to complete and provide returns electronically.  
If you have more than one Authorised User, copy the Authorised User page and complete a new page for each. Please ensure you initial each additional page.

**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 the electronic transmission of information as provided for in section 296 of the Fisheries Act 1996.

The agency that will collect and hold the information is Commercial Fisheries Services Limited (trading as FishServe) PO Box 297, Wellington, 6140.

It is an offence under the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2001 to fail to complete and provide any of the required information, and to knowingly make a false or misleading statement or entry of information. Penalties are set out in the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2001.

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.



## Terms and Conditions for Application for Authorised Users of Electronic Transmission Software

1. Before being approved by the Director-General as an Authorised User for completing and providing Catch Effort Returns by Electronic Software, the applicant must read and accept the following terms and conditions. For the purposes of this agreement, "Electronic Software" "Authorised User" and "Access Identifier" have the meanings defined in the Fisheries (Reporting) Regulations 2001.
2. These terms and conditions are governed by the laws of New Zealand.
3. Any Authorised User that is granted approval by the Chief Executive must comply with all of the relevant provisions of the Fisheries Act 1996 and any regulations created under that Act.
4. When you or any Authorised User transmits information over the Internet, you should remember that the Internet is not a secure environment. Commercial Fisheries Services (CFS) is not responsible for any changes made to information transmitted using Electronic Software after being sent by the Authorised User. CFS is not responsible for any interception or corruption of information in transmission from you to the CFS database.
5. Each Authorised User that has been approved by the Chief Executive will be issued an Access Identifier that uniquely identifies that individual. Once you have received the Access Identifier, you should change the password. The password you choose should include a combination of letters and numbers. This will be your own confidential information to access Electronic Software. 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 anyone.
6. The password for the Access Identifier must not relate to any known personal information about you or your Authorised User e.g. birthday, address, PO Box or telephone number or include obvious or sequential numbers such as 12345.
7. If an Access Identifier is used to complete and provide returns by Electronic Software, the completion or provision of that return is, in the absence of proof to the contrary, sufficient evidence that the Authorised User to whom the access identifier was allocated has completed and provided that return.
8. CFS is not responsible for the security of your Access Identifier and password in any way whatsoever.
9. 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 access identifier and/or password has taken place, you must change your password immediately (time being of the essence), and notify CFS. If you wish to request the cancellation of any approved Authorised User specified on this form, please notify CFS immediately.
10. 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 the Seafood New Zealand Limited, by reason, or as a consequence, of any unauthorised use or of any misuse of Electronic Software, unless the Fisheries Act 1996 expressly provides that such indemnity is illegal or otherwise void.
11. 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 Electronic Software, regardless of whether the equipment is the property of CFS.
12. CFS will not be responsible for your inability to meet reporting obligations under the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2001 including any High Seas reporting obligations required by a High Seas Permit issued in accordance with S113 of the Fisheries Act 1996, but not limited to:
  - a. Any inability to use or access Electronic Software at any time, or any failure or delay in completing and providing returns via Electronic Software, whether caused by CFS or not.
  - b. Faults in, or a malfunction of, any equipment (including telecommunications equipment) which supports Electronic Software, regardless of whether that equipment is the property of CFS or is used by CFS to support Electronic Software.
13. Each Authorised User should initiate appropriate internal controls to minimize the risk of fraud and to avoid any of the offence provisions contained in the Fisheries (Reporting) Regulations 2001.
14. Each Authorised User must have sufficient numbers of Catch Effort Forms available to meet their obligations in accordance with the Fisheries (Reporting) Regulations 2001.
15. Each Authorised User must use Electronic Software that has been approved in accordance with the Fisheries (Reporting) Regulations 2001.
16. Each Authorised User should ensure that they regularly update their Software to ensure that they are using the most up-to-date version.
17. The applicant must provide a valid email address as part of this application. It is the responsibility of the permit holder to inform CFS of any changes to an email address supplied for the purposes of becoming an approved Authorised User of Electronic Software. CFS is not responsible for any loss or damage arising from any notifications being sent to an email address noted in CFS records as being valid, and which is no longer current or correct.
18. These terms and conditions may be varied at any time by giving any current Authorised User two weeks' notice of the variation. You will be notified by email of any variation. If you continue to use the Electronic Software after having being notified of any variation, you will be deemed to have accepted the amendment.